

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

SUBHASH MANNAVA,

Plaintiff,

v.

TD AMERITRADE, INC., WEBULL FINANCIAL,  
LLC, APBEX CLEARING CORPORATION,  
ROBINHOOD FINANCIAL, LLC and BANK OF  
AMERICA,

Defendants.

Case No. 21-CV-1303

Hon. Matthew F. Kennelly

**DECLARATION OF MELISSA KINCAID**

Melissa Kincaid declares, pursuant to 28 U.S.C. § 1746 and under penalty of perjury as follows:

1. I am a Senior Paralegal at Robinhood. I make this declaration based upon knowledge acquired in the course of my responsibilities in my position at Robinhood.
2. Robinhood offers brokerage accounts to customers, primarily through a mobile application (the “Robinhood App”).
3. During the process of creating an account via the Robinhood App, the customer will pass through various screens that collect the customer’s name, contact information, social security number, and other information necessary for the establishment of a brokerage account.
4. At the time a customer creates an account with Robinhood, the customer must agree to the Robinhood Financial LLC & Robinhood Securities, LLC Customer Agreement (the “Customer Agreement”). Attached hereto as Exhibit A is a true and correct copy of the version of the Customer Agreement that was in effect in December 2020, when Subhash Mannava created his account with Robinhood.

5. Accordingly, one screen of the account creation process on the Robinhood App provides an explanation of the agreements that a customer must accept to access the various services provided by Robinhood, and provides links to the full agreements in bright green. At the bottom of the screen is a button labeled “submit application.” In text immediately above this button, which is in all capital letters, the Robinhood App explains to the user that, by tapping or clicking on the “submit application” button, the customer is agreeing to open an account with Robinhood “UNDER ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS.” A customer cannot create an account without navigating through this screen and clicking on the “submit application” button.

6. Robinhood updated the Customer Agreement in June 2021. A true and correct copy of the operative version of the Customer Agreement is attached hereto as Exhibit B.

7. I declare under penalty of perjury that the foregoing is true and correct.

Date: August 9, 2021

Melissa Kincaid  
Melissa Kincaid

# **EXHIBIT A**

Revised June 22, 2020

### **Robinhood Financial LLC & Robinhood Securities, LLC Customer Agreement**

In consideration of Robinhood Financial LLC, Robinhood Securities, LLC, and their agents and assigns (collectively, "Robinhood") opening one or more accounts on my behalf ("My Account(s)" or the "Account(s)") for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, which transactions are cleared through Robinhood Securities, I represent and agree with respect to all Accounts, whether margin or cash, to the terms set forth below (the "Agreement"). When used in this Agreement, the words "I", "Me", "My", "We", or "Us" mean the owner(s) of the Account. For purposes of this Agreement, Business Days are Monday through Friday, excluding federal holidays. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

**I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH ROBINHOOD REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL [HELP@ROBINHOOD.COM](mailto:HELP@ROBINHOOD.COM). I UNDERSTAND THAT CLICKING "SUBMIT APPLICATION" IS THE LEGAL EQUIVALENT OF MY MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE ROBINHOOD PRIVACY POLICY AND PRIVACY AND SECURITY STATEMENT. I UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY ROBINHOOD, WITH REVISED TERMS POSTED ON THE ROBINHOOD WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY ROBINHOOD THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING "SUBMIT APPLICATION" I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 38 HEREIN.**

### **1. Capacity and Status.**

If an individual, I am of legal age under the laws of the state where I reside and authorized to enter into this Agreement. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Agreement, and the persons signing the account application are fully authorized to act on My behalf. No person, except Myself, has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless Robinhood receives written objection from Me, Robinhood may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to Robinhood in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. I understand and agree that I am obligated to promptly notify Robinhood in writing if I or a member of My immediate family becomes registered or employed in any of the above-described capacities. Except as otherwise disclosed to Robinhood in writing, I am not a Professional (as defined below). I further agree to promptly notify Robinhood in writing if I am now or if I become a Professional or an officer, director or 10% stockholder of any publicly traded company.

### **2. Market Data.**

Robinhood may choose to make certain market data available to Me pursuant to the terms and conditions set forth in this Agreement. By executing this Agreement, I agree to comply with those terms and conditions.

## **A. Definitions.**

1. "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.
2. "Nonprofessional" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Professional." A "Professional" includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodity Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Professional" if he or she performs the same functions as someone who would be considered a "Professional" in the United States.

## **B. Provisions Applicable to All Users.**

1. Proprietary Nature of Data. I understand and acknowledge that each Authorizing SRO and Other Data Disseminator (as defined below) has a proprietary interest in the Market Data that originates on or derives from it or its market(s). I agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner.
2. Enforcement. I understand and acknowledge that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Me or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates.
3. Data Not Guaranteed. I understand that neither Robinhood nor any Authorizing SRO, other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator"), or information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages disseminated to or by any Disseminating Party. I understand that neither Robinhood Financial nor any Disseminating Party guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither Robinhood Financial nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free. I further understand that Market Data by Xignite provides market data to Robinhood Financial customers. NEITHER ROBINHOOD FINANCIAL, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY ROBINHOOD FINANCIAL, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER

CAUSE BEYOND THE REASONABLE CONTROL OF ROBINHOOD FINANCIAL, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.

4. Permitted Use. I shall not furnish Market Data to any other person or entity. If I receive Market Data other than as a Nonprofessional, I shall use Market Data only for My individual use.
5. Dissemination, Discontinuance, or Modification. I understand and acknowledge that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.
6. Duration; Survival. This Section 2 of this Agreement remains in effect for so long as I have the ability to receive Market Data as contemplated by this Section 2. In addition, Sections 2(B)(1)-(3) and the first two sentences of Section 2(B)(7), survive any termination of this Agreement.
7. Miscellaneous. The laws of the State of New York shall govern this Section 2 and it shall be interpreted in accordance with those laws. This Subsection is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act.

### **C. Provisions Applicable to Nonprofessionals.**

1. Permitted Receipt. I understand that I may not receive Market Data from Robinhood as a Nonprofessional, and Robinhood may not provide Market Data to Me as a Nonprofessional, unless Robinhood first properly determines that I qualify as a Nonprofessional as defined above and I in fact qualify as a Nonprofessional. I agree that, as a prerequisite to Robinhood Financial qualifying Me as a Nonprofessional, I will provide to Robinhood truthful and accurate information about Me, such as: my occupation, employer, employment position and functions; my use of Market Data; my registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind I may receive from any individual or entity for my trading activities, asset management, or investment advice. Except as otherwise declared to Robinhood in writing, by executing this Agreement, I certify that I meet the definition of Nonprofessional as set forth in this Agreement.
2. Permitted Use. If I am a Nonprofessional, I agree to receive Market Data solely for my personal, non-business use.
3. Notification. I shall notify Robinhood promptly in writing of any change in my circumstances that may cause Me to cease to qualify as a Nonprofessional.

### **3. NASDAQ OMX Information.**

#### **A. Definitions.**

1. "Information" means certain market data and other data disseminated that has been collected, validated, processed, and recorded by any system NASDAQ OMX has developed for the creation or dissemination of Information or other sources made available for transmission to and receipt from either a distributor such as RHF or from NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX company; c) other information and data from a NASDAQ OMX company. "Information" also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.
2. "NASDAQ OMX" means The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively, "NASDAQ OMX").



## **B. Use of Data.**

I understand that I may use the Information only for personal use and not for any business purpose. I may not sell, lease, furnish or otherwise permit or provide access to the Information to any other natural person or entity ("Person") or to any other office or place. I will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ OMX or SEC Rule or any FSA rule or other applicable law, rule or regulation. I may not present the Information rendered in any unfair, misleading or discriminatory format. I shall take reasonable security precautions to prevent any Person other than Myself from gaining access to the Information.

## **C. Proprietary Data.**

I acknowledge and agree that NASDAQ OMX has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Information gathered from other sources. I further acknowledge and agree that NASDAQ OMX's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Me or anyone who accesses the Information through Me, NASDAQ OMX or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.

## **D. System.**

I acknowledge that NASDAQ OMX, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Robinhood Financial's service. Changes or the failure to make timely changes by Me may sever or affect My access to or use of the Information. I understand that neither NASDAQ OMX nor Robinhood shall be responsible for such effects.

## **E. NASDAQ OMX Limitation of Liability.**

Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Me for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, lost profits, or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages. NASDAQ OMX shall not be liable to Me for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This Section shall not relieve NASDAQ OMX or Me from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. I agree that the terms of this Section reflect a reasonable allocation of risk and limitation of liability.

## **F. Disclaimers of Warranties.**

NASDAQ OMX and its third-party information providers make no warranties of any kind with respect to the Information---express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

## **G. Termination by NASDAQ OMX.**

I acknowledge that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to Robinhood unilaterally limit or terminate the right of any or all Persons to receive or use the

Information and that Robinhood will comply with any such notice and will terminate or limit the furnishing of the Information.

#### **4. Authorization.**

I understand that My Account is self-directed. Accordingly, I appoint Robinhood Financial as My agent for the purpose of carrying out My directions to Robinhood Financial in accordance with the terms and conditions of this Agreement and any attendant risks with respect to the purchase or sale of securities. Robinhood Financial is authorized to open or close My Account(s), place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My authorized delegate, except as described in Section 10. I understand Robinhood Financial provides trading and brokerage services through the Robinhood website (the "Website") and the Robinhood mobile application (the "App"). I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk.

#### **5. Customer Representations and Responsibilities.**

##### **A. Self-directed Account.**

I understand that My Account is self-directed, and so that I am solely responsible for any and all orders placed in My Account and that all orders entered by Me or on My behalf are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. Accordingly, I agree that neither Robinhood nor any of its employees, agents, principals, or representatives:

1. provide investment advice in connection with this Account;
2. recommend any security, transaction or order;
3. solicit orders;
4. act as a market maker in any security;
5. make discretionary trades; and
6. produce or provide first-party research providing a specific investment strategies such as buy, sell or hold recommendations, first-party ratings and/or price targets. To the extent research materials or similar information are available through the App or the Website or the websites of any entity controlled by, controlling, or under common control with Robinhood (such entity, an "Affiliate"), I understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

##### **B. Information Accuracy.**

I: (i) certify that the information contained in this Agreement, the account application, and any other document that I furnish to Robinhood Financial in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Robinhood Financial to extend credit is a federal crime; (ii) authorize Robinhood Financial to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to Robinhood Financial as Robinhood may request; and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Robinhood's property, as the case may be. I shall promptly advise Robinhood Financial of any changes to the information in such agreements and documents in writing within ten (10) calendar days. I authorize Robinhood Financial to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, Robinhood agrees to provide Me a copy of any report so obtained. Robinhood may



retain this Agreement, the Account application, and all other such documents and their respective records at Its sole discretion, whether or not credit is extended.

### **C. Risks.**

I understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

### **D. Account Defaults.**

I understand that My Account comes with many defaulted service instruction features and preferences. I further understand that I am not required to use these defaulted options or preferences and that once My Account is approved and opened I have the sole discretion to control and adjust such defaulted service preferences that relate to My account.

### **E. Knowledge of Account.**

I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. I further understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, cancelled, or modified. Robinhood may, but are not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. I acknowledge that Robinhood may adjust My Account to correct any error. If My Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, Robinhood Financial will generally exercise the option, on My behalf. However, Robinhood Financial reserves the right at Its discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. I will be charged a commission for any such transaction. Robinhood Financial is not obligated to take any of these actions and Robinhood Financial is not liable for Losses should it not take them.

### **F. Purchases.**

All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My obligation to pay for purchases immediately or on Robinhood's demand. I understand Robinhood may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization for that person has been received and approved by Robinhood. Robinhood reserve the right to require full payment in cleared funds prior to the acceptance of any order. In the event that I fail to provide sufficient funds, Robinhood may, at its option and without notice to Me, i) charge a reasonable rate of interest, ii) liquidate the Property subject of the buy order, or iii) sell other Property owned by Me and held in any of My Accounts. Robinhood may also charge any consequential Loss to My Account. For purposes of this Agreement, "Property" shall mean all monies, contracts, investments and options, whether for present or future delivery, and all related distributions, proceeds, products and accessions.

## **G. Sales/Short Sales.**

I promise to deliver all securities sold in My Account and to provide collateral of a type and amount acceptable to Robinhood Financial for all short sales in My Account. Robinhood Financial requires that a security be held in My Account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a "short sale." If a security is not held in My Account and a sell order is processed, I must promptly deliver such security to Robinhood Financial for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in My Account will be subject, at Robinhood Financial's sole discretion, to cancellation or buy-in. To ensure this will not occur, I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed.

Proceeds of a sale will not be paid to Me or released into My Account until Robinhood Financial has received the security in good deliverable form, whether from a transfer agent or from Me and the settlement of the security is complete. If the security is not received on or before settlement date, or as market conditions warrant, Robinhood Financial may in its sole discretion purchase the security on the open market for My Account and may liquidate and close out any and all securities in My Account in order to pay for such purchase. In the event a security is bought in, I will be responsible for all resulting Losses incurred by Robinhood Financial.

I understand that I may execute short sales only in a margin Account and that such execution must comply with applicable short sales rules.

## **H. Assistance by Robinhood.**

I understand that when I request assistance from Robinhood or its employees in using the investment tools available on the Website or the App, it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by Robinhood or its employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

## **I. No Tax or Legal Advice.**

I understand that Robinhood does not provide tax or legal advice.

## **J. Discontinuation of Services.**

I understand that Robinhood may discontinue My Account and any services related to My Account immediately by providing written notice to Me

## **K. Electronic Access.**

1. I am solely responsible for keeping My Account numbers and PINs confidential and will not share them with third parties. "PINs" shall mean My username and password.
2. I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts.
3. I agree to immediately notify Robinhood in writing, delivered via e-mail and a recognized international delivery service, if I become aware of: (i) any loss, theft, or unauthorized use of My PINs or Account numbers; (ii) any failure by Me to receive any communication from Robinhood indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by Me of confirmation of an order, execution or cancellation, which I did not place; (v) any

inaccurate information in or relating to My orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of My Account.

4. Each of the events described in subsections (K)(3)(i)-(vi) shall be deemed a "Potential Fraudulent Event". The use and storage of any information including My Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or My personal computer is at My own risk and is My sole responsibility. I represent that I am solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with My Account, My Account number, My username and password, or PINs. I agree to notify Robinhood immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by Robinhood, I agree to report any Potential Fraudulent Event promptly to legal authorities and provide Robinhood a copy of any report prepared by such legal authorities. I agree to cooperate fully with the legal authorities and Robinhood in any investigation of any Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow Robinhood access to My Mobile Device, My computer, and My network in connection with Robinhood's investigation of any Potential Fraudulent Event. I understand that if I fail to do any of these things I may encounter delays in regaining access to the funds in My Account. I agree to indemnify and hold Robinhood, its Affiliates, and Robinhood and its Affiliates' respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event. I acknowledge that Robinhood does not know when a person entering orders with My username and password is Me.
5. Trusted Contact Person. I understand that, pursuant to FINRA regulations, Robinhood is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for My Account and to disclose information about My account to address possible financial exploitation, to confirm the specifics of My current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

## 6. Clearance of Trades.

I understand that Robinhood Financial has entered into a clearing agreement with Robinhood Securities whereby Robinhood Financial will introduce My Account to Robinhood Securities, and Robinhood Securities will clear all transactions, on a fully-disclosed basis. I understand that Robinhood Securities carries My Account(s) and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of Robinhood Financial.

Until receipt from Me of written notice to the contrary, Robinhood Securities may accept from Robinhood Financial, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning my Accounts. Robinhood Securities shall look solely to Robinhood Financial unless otherwise directed by Robinhood Financial, and not to Me, with respect to any such orders or instructions; except that I understand that Robinhood Securities will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to Robinhood Financial, and that Robinhood Securities will look directly to Me or Robinhood Financial for delivery of margin, payment, or securities. I agree to hold Robinhood Securities harmless from and against any Losses arising in connection with the delivery or receipt of any such communication(s), provided Robinhood Securities has acted in accordance with the above. The foregoing shall be effective as to My Account(s) until written notice to the contrary is received from Me by Robinhood Securities or Robinhood Financial.

## 7. Review of Confirmations and Statements.

I agree that it is My responsibility to review order execution confirmations and statements of My Account(s) promptly upon receipt. I agree to receive all confirmations and account statements, as well as all tax related documents, in electronic format. I understand that account statements will evidence all activity in My Account for the stated period, including securities transactions, cash balances, credits to My Account and all fees paid from My Account. Notwithstanding Section 36.B, confirmations will be considered binding on Me unless I notify Robinhood of any objections within two (2) calendar days from the date confirmations are sent. Account statements will be considered binding on Me unless I notify you

of any objections within ten (10) calendar days after My Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, Robinhood reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction or I will bear sole responsibility for any losses relating to the transaction, even if My objection to the transaction is ultimately determined to be valid. Nothing in this Section 7 shall limit My responsibilities as described in Section 5 of this Agreement.

## **8. Important Information Needed to Open a New Account.**

To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, I understand that when I open My Account Robinhood will ask for My name, address, date of birth and other identifying information. Robinhood may also ask copies of My driver's license, passport or other identifying documents. I understand that Robinhood may take steps to verify the accuracy of the information I provide to Robinhood in My Account application or otherwise, and that Robinhood may restrict My access to My Account pending such verification. I will provide prompt notification to Robinhood of any changes in the information including My name, address, e-mail address and telephone number.

I further understand that if I attempt to access My Account from a jurisdiction subject to certain U.S. sanctions or I am ordinarily resident in such a jurisdiction, or if you reasonably believe that I am attempting such access or have become a resident in such a jurisdiction, you may restrict My Account, and any pending orders may be cancelled. If this happens, I understand that I should contact [help@robinhood.com](mailto:help@robinhood.com), and that I may be asked to provide supplemental information as part of this process. I further understand that I must close My Account before establishing residency in any jurisdiction subject to U.S. sanctions.

## **9. Telephone Conversations and Electronic Communications.**

I understand and agree that Robinhood may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, Robinhood does not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by Robinhood, and Robinhood does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

## **10. Oral Authorization.**

I agree that Robinhood shall be entitled to act upon any oral instructions given by Me so long as Robinhood reasonably believes such instruction was actually given by Me or My authorized agent.

## **11. Applicable Laws and Regulations.**

All transactions in My Account will be subject to federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction in which Robinhood Financial is registered, the rules of any applicable self-regulatory organization of which Robinhood Financial is a member and the rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. In no event will Robinhood Financial be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory organization.

## **12. Erroneous Distributions.**

I agree to promptly return to Robinhood any assets erroneously distributed to Me. In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct Robinhood on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse Robinhood for, or deliver to Robinhood, said dividend or distribution.

**13. Market Volatility; Market Orders; Limit Orders; and Queued Orders.**

I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace, subject to any clarification stated below. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that Robinhood Financial is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

I understand that Robinhood Financial does not currently support sending traditional market buy orders and that Robinhood Financial collars all market buy orders (other than dollar-based buy orders executed during market hours) by using limit orders priced up to 5% above the last trade price. This is not the case for market sell orders. I further understand that when I send a market buy order through Robinhood Financial's trading system, the trading system generates a limit order up to 5% above the last trade price, and then Robinhood Financial sends the order to an executing broker. I understand that Robinhood Financial's implementation of market buy orders may vary depending on prices of instruments, market conditions, and other factors. I further understand that Robinhood Financial uses the following rounding mechanics with respect to buy orders: the last trade price is (i) multiplied by 1.05; (ii) rounded down to two decimal places if the last trade price is over \$1.00; otherwise, rounded down to four decimal places; and (iii) for securities included in the SEC's Tick Size Pilot Program, rounded down to the nearest \$.05 increment. I understand that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed, subject to the specific clarification above relating to buy orders. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To avoid buying a security at a higher price and possibly exceeding My purchasing power, I understand My option to enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price I specify, and are only good until the end of the trading day in which they are entered. The Website contains further information regarding order types and limitations, which I agree to read and understand before placing such orders.

As a customer of Robinhood Financial, I understand that after the market has closed for the day, I have the ability to place in a queue order requests to be executed the following day upon the opening of the market ("Queued Order"). I understand that My Queued Order request is prioritized based on the order in which it is received by Robinhood Financial, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. I further understand that each Queued Order request is sent out per customer and per security as Robinhood Financial market orders (described above), and that they are not aggregated.

A limit order may be "good till cancelled" which means the order remains valid until (A) it is executed; (B) I cancel the order; (C) approximately 90 days from when the order is placed; or (D) the contract to which it relates is closed. I understand that Robinhood will cancel a "good till cancelled" order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the "good till cancelled" order remains valid. I further agree that any "good till cancelled" orders I place should be treated as "do not reduce" orders.

**14. Bulletin Board/Pink Sheet Stocks.**

Bulletin board, pink sheet and other thinly-traded securities (collectively "bulletin board stocks") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. I understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions, and updating of quotations in trading bulletin board stocks. Robinhood Financial in its sole discretion may require limit orders on certain bulletin board stock transactions.

**15. Research and Internet Links.**

News, research, links to outside websites, and other information accessible through the App or Website ("Content") may be prepared by independent external providers not affiliated with Robinhood Financial,



including Morningstar, Inc. (all such providers, the "Providers"). I agree not to distribute, reproduce, sell, or otherwise commercially use the Content in any manner. I understand that Robinhood may terminate My access to the Content. I understand that none of the Content is a recommendation by Robinhood to buy or sell any securities or to engage in any investment strategy.

## **16. Restrictions on Trading.**

I understand that Robinhood may, in its discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that Robinhood may execute all orders by Me on any exchange or market, unless I specifically instruct Robinhood to the contrary. In the event of a breach or default by Me under this Agreement, Robinhood shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that Robinhood may at any time, at its sole discretion and without prior notice to Me: (i) prohibit or restrict My access to the use of the App or the Website or related services and My ability to trade, (ii) refuse to accept any of My transactions, (iii) refuse to execute any of My transactions, or (iv) terminate My Account. The closing of My Account will not affect the rights or obligations of either party incurred prior to the date My Account is closed.

Further, Robinhood will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward Robinhood, its Affiliates' officers, employees, contractors or customers. If I engage in any such behavior, as determined by Robinhood in its sole discretion, I agree that Robinhood is authorized to: (i) liquidate any securities, instruments or other property in My Account, (ii) send Me the proceeds, and (iii) close My account. Robinhood will not be responsible for any Losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including any tax liabilities.

## **17. Waiver; Limitation of Liability; Indemnification.**

I agree that My use of the App or the Website or any other service provided by Robinhood Financial or its Affiliates is at My sole risk. The Robinhood Financial service (including the App, the Website, the provision of Market Data, Information, Content, or any other information provided by Robinhood Financial, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

Although considerable effort is expended to make the Website, App and other operational and communications channels available around the clock, Robinhood does not warrant that these channels will be available and error free every minute of the day. I agree that Robinhood will not be responsible for temporary interruptions in service due to maintenance, Website or App changes, or failures, nor shall Robinhood be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, I UNDERSTAND AND AGREE THAT ROBINHOOD, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY THE "ROBINHOOD PARTIES") WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING TRADING LOSSES, DAMAGES, LOSS OF PROFITS, REVENUE, OR GOODWILL) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICE PROVIDED BY ROBINHOOD OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT (INCLUDING MY USE OF THE APP, THE WEBSITE, THE MARKET DATA, THE INFORMATION, OR THE CONTENT), BREACH OF THIS AGREEMENT, OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, EVEN IF ANY ROBINHOOD PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE ROBINHOOD PARTIES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS,



REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, Robinhood or any of its affiliates or respective partners, officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Robinhood's or any of its affiliates' gross negligence or intentional misconduct. In addition, I agree that the Indemnified Parties shall have no liability for, and I agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by Me with any of the terms and conditions of this Agreement; (ii) any third-party actions related to My receipt and use of any Information, Market Data, Content, market analysis, other third-party content, or other such information obtained on the App or Website, whether authorized or unauthorized under this Agreement; (iii) any third-party actions related to My use of the App or the Website; (iv) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following My or My agent's directions or instructions, or failing to follow My or My agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with My Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me. Further, if I authorize or allow third parties to gain access to Robinhood's services, including My Accounts, I will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Robinhood does not warrant against loss of use or any direct, indirect or consequential damages or Losses to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third party systems or sites.

I consent to the use of automated systems or service bureaus by Robinhood and its respective affiliates in conjunction with My Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of my Losses arising out of or relating to a System Failure.

I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the App, the Website, Robinhood's brokerage, and other services provided by Indemnified Parties under this Agreement.

## **18. Mutual Fund Transactions.**

In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with Robinhood is placed by Robinhood on a best efforts basis as prescribed and recognized by the individual fund, and that Robinhood is not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold Robinhood, its Affiliates, and Robinhood and its Affiliates' respective officers and employees harmless

for any deficiencies contained therein. I authorize Robinhood to act as My agent in the purchase and redemption of fund shares.

## **19. Exchange Traded Funds.**

I understand that I should consider the investment objectives and unique risk profile of Exchange Traded Funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. I further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. I further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. I understand that I can obtain prospectuses from issuers or their third party agents who distribute and make prospectuses available for review. Additional regulatory guidance on ETFs can be found [here](#).

## **20. Effect of Attachment or Sequestration of Accounts.**

Robinhood shall not be liable for refusing to obey any orders given by or for Me with respect to any of My Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and Robinhood shall be under no obligation to contest the validity of any such attachment or sequestration.

## **21. Event of Death.**

It is agreed that in the event of My death, the representative of My estate or the survivor or survivors shall immediately give Robinhood written notice thereof, and Robinhood may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as Robinhood may deem advisable to protect Robinhood against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death, all open orders shall be canceled, but Robinhood shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Robinhood may in its discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Robinhood for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Robinhood of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect Robinhood's rights under this Agreement to take any action that Robinhood could have taken if I had not died.

## **22. Tax Reporting; Tax Withholding.**

The proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

### **A. U.S. Persons.**

This subsection is applicable if I am a U.S. person. Under penalties of perjury, I certify that the taxpayer identification number that I have provided or will provide to Robinhood (including any taxpayer identification number on any Form W-9 that I have provided or will provide to Robinhood) is My correct taxpayer identification number. I certify that I am not subject to backup withholding and I am a United States Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("U.S. Person"). If a correct Taxpayer Identification Number is not provided Robinhood Financial, I understand I may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to me. Backup withholding taxes

are sent to the IRS and cannot be refunded by Robinhood Financial. I further understand that if I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties.

## **B. Non-U.S. Persons.**

This subsection is applicable if I am not a U.S. Person. I certify that I fully understand all the information on any Form W-8BEN that I have submitted or will submit to Robinhood. Under penalties of perjury, I declare that (i) I have examined all the information (including all the information in the English language) on any Form W-8BEN that I have submitted or will submit to Robinhood and (ii) to the best of My knowledge and belief all such information is true, correct, and complete. I authorize Robinhood to provide any such Form W-8BEN to Robinhood Securities or any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new Form W-8BEN to Robinhood within 30 calendar days if any certification made on any previously submitted Form W-8BEN becomes incorrect. I understand that the IRS does not require My consent to any provisions of such Form W-8BEN other than the certifications required to establish My status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

## **23. Equity Orders and Payment For Order Flow.**

SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders. I understand that Robinhood transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. I further understand that certain of the exchanges or market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices and that while a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments or credits received by Robinhood in connection with any specific transactions will be furnished upon written request.

## **24. Free Credit Balances and Sweep Service.**

If I enroll in Robinhood Financial Cash Management ("Cash Management"), I understand that I am electing to participate in the Insured Network Deposit ("IND") sweep service (the "Sweep Service"). Under the Sweep Service, free credit balances in My Account will be deposited into interest-bearing accounts at one or more banks ("Participating Depository Institutions"), in accordance with the Insured Network Deposit Sweep Program Disclosures ("IND Disclosures") available on the Website and in the App. By enrolling in Cash Management, I represent and warrant that I have reviewed the IND Disclosures and agree to the terms set forth in the IND Disclosures. If I am not enrolled in Cash Management, free credit balances in My Account will remain in My Account, will not earn interest and will not be eligible for FDIC insurance, but will be eligible for SIPC protection as described in the IND Disclosures.

## **25. Fees and Charges.**

I understand that Robinhood does not charge fees or commissions for executing buy and sell orders. However, I understand that other fees may apply. The current fees are included in the fee schedule available in the App and on the Website. I agree to pay any such fees at the then-prevailing rate. I acknowledge that the prevailing fees may change and that change may occur without notice. I agree to be bound by such changes once they are posted in the fee schedule available in the App and on the Website. I also agree to pay all applicable federal, state, local, and foreign taxes. I authorize Robinhood Financial to automatically debit My Account for any such fees and taxes. I also agree to pay such expenses incurred by Robinhood in connection with collection of any unpaid balance due on My Accounts including attorney's fees allowed by law.

## **26. ACH Transactions.**

### **A. Debit Transactions.**

Robinhood will initiate an ACH debit at My request to debit funds from an account that I own at another financial institution ("External Account") for deposit into My Account. I understand that in order for Robinhood to initiate an ACH debit, the financial institution holding my External Account must participate in the ACH system. I understand that for the ACH transfers to be established, at least one common name must match exactly between My Account and My External Account. I authorize Robinhood to take such steps as it deems appropriate to verify my ownership of External Account, including by telling the bank at which such External Account is held that I have authorized and consented to such bank disclosing to Robinhood any information that Robinhood may request about Me or My External Account. I also agree to cooperate with Robinhood's verification of my ownership of such External Account by promptly providing any identification and/or other documentation that Robinhood may request regarding such External Account. I represent and warrant that there are sufficient funds in My External Account to cover the amount of the deposit to My Account. Robinhood will initiate the ACH debit to My External Account on the Business Day or next Business Day after I request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by Robinhood by 7:00 p.m. (Eastern Time) on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

Within 60 days of the date of My ACH deposit, My funds may only be withdrawn to the External Account from which such funds were debited.

I understand that an ACH debit transfer may be reversed or rejected if: (A) there are insufficient funds in My External Account; (B) there is a duplicate transaction; (C) the transaction is denied by the bank holding My External Account; or (D) My External Account does not support ACH transfers. I acknowledge that in the event of an ACH reversal, I will incur a fee. Before initiating making an ACH debit transfer, I agree to check Robinhood Financial's most recent [Commissions and Fees Schedule](#). I agree that I am solely liable and responsible for any ACH reversal fees that I incur.

### **B. Credit Transactions.**

Robinhood will initiate an ACH credit at My request to transfer funds from My Account to a recipient that I designate. I agree that I will have sufficient Available Funds in My Account to cover the amount of any ACH credit that I ask Robinhood to initiate. Robinhood will debit the amount of such request from My Account on the Business Day or next Business Day after I request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by Robinhood on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

I agree that Robinhood may use any means which Robinhood, in its sole discretion, considers suitable to execute my ACH credit transfers.

## **27. Fractional Shares.**

I acknowledge and understand that Robinhood rounds all holdings of fractional shares to the sixth decimal place, the value of fractional shares to the nearest cent, and any dividends paid on fractional shares to the nearest cent. I further understand that Robinhood will not accept dollar-based purchases or sales of less than \$1.00 and that I will receive proceeds from the sale of any whole or fractional shares rounded to the nearest cent.

I understand that if I enter repeated fractional orders with individual notional values of less than \$0.01, my account may be restricted.

I understand that a vendor employed by Robinhood will aggregate any proxy votes for fractional shares of Robinhood's customers with all votes reported to the issuer or issuer's designated vote tabulator and that, while Robinhood's vendor will report such proxy votes on fractional shares, the issuer or tabulator may not fully count such votes.

I understand that Robinhood will execute all orders that include fractional shares ("Fractional Orders") on a principal basis. To the extent that Robinhood must purchase or sell shares in the market to fulfill any part of my Fractional Order, the fractional component of that order will be fulfilled at the execution price Robinhood received for the corresponding whole shares. To the extent that Robinhood fulfills my Fractional Order for national exchange-listed securities ("NMS Securities") entirely out of its inventory and without purchasing or selling shares in the market ("Inventory Fulfillment"), Robinhood will endeavor to price such shares or fractional shares at a price between the National Best Bid and Offer ("NBBO") at the time of the order for orders made during market hours, or, for such orders made during extended hours trading (9:00-9:30 a.m. and 4:00-6:00 p.m. Eastern), Robinhood will endeavor to price such orders between the best bid and offer at the time of the order, as reported by an external vendor ("Vendor BBO"). For Inventory Fulfillment of Fractional Orders for securities not listed on a national exchange ("Non-NMS Securities") made during market hours as well as extended hours trading, Robinhood will endeavor to price such orders between Vendor BBO.

All non-market orders placed outside market hours and extended hours trading are queued and fulfilled either at or near the beginning of extended hours trading (9:00 a.m. Eastern) or at or near market open (9:30 a.m. Eastern), according to my instructions. All market orders placed outside market hours and extended hours trading are queued and fulfilled at or near market open. To the extent that I trade outside of market hours, these trades are subject to Robinhood's [Extended Hours Trading Disclosure](#).

I understand Robinhood only accepts market orders for fractional shares at this time and does not permit limit orders for fractional shares. I understand that fractional shares within My Account (i) are unrecognized, unmarketable, and illiquid outside the Robinhood platform, (ii) are not transferrable in-kind, and (iii) may only be liquidated and the proceeds transferred out via a wire transfer. I acknowledge that, subject to applicable requirements, Robinhood may report holdings and transactions in My Account in terms of either U.S. Dollars, shares, or both.

## 28. Phone Calls.

You agree that, by providing information Robinhood requests, Robinhood and its third party services providers may contact you via mail, phone or email.

Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you consent to receive calls (including text messages) made to that phone number that may be prerecorded and/or completed with an automatic telephone dialing system (automated calls) for purposes including but not limited to providing account-related communications (including security alerts), investigating or preventing fraud, and/or collecting amounts owed to Robinhood. We may share your number with third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors. You understand that message, telephone minute and data rates may apply for calls made to a mobile phone number. You may opt out at any time from receiving these types of calls orally or in writing to [limitsharing@robinhood.com](mailto:limitsharing@robinhood.com). Please note, even if you opt out, we may still make other calls as permitted by law.

You consent to our recording of phone calls, including calls we make to you or that we receive from you.

## 29. Dividend Reinvestment Program.

Except as expressly stated otherwise, the provisions of this Section 29 will only apply if I am enrolled in Robinhood's Dividend Reinvestment Program ("DRIP"). My enrollment in the DRIP will be activated within three business days after I notify Robinhood of my intention to enroll an eligible security through the App. "Eligible security" means all shares available for fractional investing through Robinhood. I understand that in order to be eligible for dividend reinvestment, the securities must be held in My Account.

I may specify individual securities or have all Eligible securities in My Account enrolled for dividend reinvestment. If I choose to reinvest dividends from all Eligible securities, I understand that individual securities could subsequently no longer be Eligible securities at Robinhood's discretion or under applicable law. In those cases, only those securities will be discontinued from the DRIP. If I specify individual securities, I may add additional Eligible securities to the DRIP at any time if I hold a position in those securities. Enrollment with respect to these additional Eligible securities will be effective within three business days after Robinhood receives notification from me through the App. If I maintain open orders for securities I do not already hold, I may not enroll those securities for dividend reinvestment



until my open orders are executed. If my entire Account is set up for dividend reinvestment, any eligible securities I purchase in the future will automatically participate in the DRIP.

All eligible cash distributions will be reinvested on all securities I have selected in the DRIP, provided that I owned the securities on the record date for determining shareholders eligible to receive dividends, and continue to hold the securities through payable date. "Eligible cash distributions" means most cash distributions, including regular and optional dividends, cash-in-lieu payments, and capital gains distributions. Special dividends, late ex-date, liquidation, and miscellaneous payments may not be eligible distributions. Optional dividends will be processed in accordance with dividend reinvestment instructions. If I have a margin account, Robinhood is permitted to borrow a dividend paying stock in the normal course of business and, as a result, in such situations instead of a dividend payment I may receive a cash in lieu payment. If I receive a cash in lieu payment, I authorize Robinhood to treat such payment as if it was not "in lieu" and reinvest it accordingly.

Robinhood will credit My Account upon completion of the dividend reinvestment. Robinhood will reinvest dividends on the business day following receipt of funds. In the rare instance in which Robinhood is unable to reinvest all dividends on the business day following receipt, it will reinvest the remaining funds as soon as reasonably possible thereafter, which may take up to five business days. I will not have use of the funds prior to reinvestment.

I understand that my participation in the DRIP is voluntary and that Robinhood has not made any recommendation that I should participate. I further understand that Robinhood is not recommending or offering any advice regarding the purchase of any security included as an Eligible security in the DRIP. I further understand that dividend reinvestment does not assure profits on my investments, nor does it protect against losses in declining markets.

I may terminate my participation in the DRIP, or the enrollment of individual securities in the DRIP, at any time by giving notice through the App. Termination will take effect prior to the next Eligible cash distribution provided my notice to terminate was received at least three business days prior to the record date of that distribution. I understand that my notice to terminate my participation in the DRIP will not affect any obligations that may result from transactions initiated prior to Robinhood's receipt and processing of my notice.

If I participate in the DRIP, I understand Robinhood will reinvest the dividends of a particular stock at or near the opening price on the trading day following receipt of the dividend. Robinhood will combine Eligible cash distributions from My Account with those from other Robinhood clients requesting dividend reinvestment in the same security and use these combined funds to purchase securities on my behalf and on behalf of these other clients. If the combined reinvested funds do not total the purchase price of at least one share, the distribution will be invested in fractional shares. On that same day, Robinhood will credit My Account with that number of shares, including fractional shares, equal to my Eligible cash distribution divided by the purchase price per share. Robinhood does not intend to charge a fee for transactions executed pursuant to the DRIP.

Dividend reinvestment may result in my owning interests in fractional shares of a security. I will be entitled to receive future dividend payments on my fractional shares, although other corporate actions may result in allocation of only whole shares and cash in lieu of fractions as determined by the issuer. In mandatory corporate reorganizations, my partial interest will be handled according to the specific terms of the reorganization. In voluntary corporate reorganizations, Robinhood will act on my instructions with respect only to my whole shares.

Because fractional share positions cannot be transferred, reorganized, or issued in certificate form, my partial interest will be liquidated, without commission charges to me, at prevailing market prices in the event My Account is transferred or closed, the stock is reorganized, or stock certificates are ordered out of My Account. The timing of such liquidations will be at the discretion of Robinhood.

Reinvestment of dividends may result in my owning a fractional share position in securities that are callable in part. In the event of a call, fractional shares to be called will be determined through a random selection process. The probability of my fractional share holdings being called will be proportional to the holdings of all Robinhood clients who own a fractional share position in that security. Prior to the publication date of such a call, I have the right to withdraw from My Account cash in lieu of my uncalled, fully paid partial holdings. Once a call is announced, however, all shares, whether registered or held in street name, participate in the random selection process. If my fractional shares are selected and I no longer hold the shares that I held on the publication date of the call, I will be responsible for covering those shares.



### **30. Cash Management Services.**

Except as expressly stated otherwise, the provisions of this Section 30 will only apply if I am enrolled in Cash Management.

#### **A. General.**

I understand and agree that by enrolling in Cash Management, I may apply for a Robinhood-branded debit card issued by the bank identified in My Robinhood Debit Card Agreement ("Card"). I further understand and agree that by using My Card, exercising My electronic fund transfer ("EFT") privileges offered in connection with My Account, and/or by successfully completing a request using Pay by Check, I authorize Robinhood to debit My Account immediately whenever an electronic draft or Card transaction is presented for payment on My behalf, when an EFT transaction is effected, when a Pay by Check request is successfully completed on My Account and/or when any fee or charge is due (collectively "Payment" or "Payments"). I further understand and agree that when I request a Payment or withdrawal or instruct Robinhood to make a purchase of securities from My Account, Robinhood is authorized to place a block on the amount of the transaction ("Blocked Amounts") prior to the settlement date of the Payment, withdrawal or trade, and that the Blocked Amounts will not be available for use for additional Payments or the purchase of securities. I agree to maintain Available Funds sufficient to pay for Payments made by Me or any Authorized Card User (as defined below) and to pay for any securities trades and for interest on any margin loans and other transaction fees. For this purpose, "Available Funds" in My Account will fluctuate daily and means the sum of (i) free credit balances, (ii) deposits to Participating Depository Institutions through the Sweep Service, and (iii) available margin loan value if My Account has margin privileges, minus (x) uncleared funds, (y) Blocked Amounts, and (z) deposits subject to a hold. The loan value of eligible securities for the purpose of margin is subject to regulatory requirements and Robinhood credit policies then in effect.

#### **B. Payments and Withdrawals.**

I agree that any Payments that I make from My Account will be lawful. I agree that Payments will be deducted from the Available Funds in My Account in the following order: first, from free credit balances; second, by withdrawal of funds deposited to Participating Depository Institutions as part of the Sweep Service; and third, if My Account has margin privileges, from margin loans on the eligible securities in My margin Account. Robinhood will debit My Account only up to an amount equal to the Available Funds. I understand and agree that (i) if there are insufficient Available Funds in My Account to cover Payments when they become due, Robinhood has no obligation to make such Payments, and (ii) Robinhood has no obligation to make partial Payments. Robinhood will not charge a fee with respect to any declined Payment for which there were insufficient Available Funds. I acknowledge and agree, however, that Robinhood will not be responsible for any costs or losses that I may incur (including fees, costs, charges, attorneys' fees, investment losses, claims, demands, or liability resulting from any litigation or other actions) as a result of Robinhood's decision to decline any Payment or withdrawal or other transaction because My Account has insufficient Available Funds.

I understand that if a Payment is funded by a margin loan, I will incur interest until the margin loan is repaid.

I agree that if my Available Funds at any time falls below zero, Robinhood may suspend my ability to make Payments and terminate My Card. If this occurs, I agree to immediately pay all amounts owed to Robinhood, including any purchases on My Card which will be immediately charged to My Account.

I acknowledge and agree that Robinhood reserves the right to decline any Payments at any time for any reason with or without notice to Me. If Robinhood decides to take such action, I understand and agree that I am responsible for any pending debits, which will be processed and deducted from My Account.

I understand that transactions will post to My Account in any order determined by Robinhood and that Robinhood may change that order without prior notice to Me. Robinhood will comply with requirements of applicable law regarding the order of posting transactions.

### **C. Limitation of Liability.**

I agree that, subject to any limitations imposed by applicable law, and except as otherwise set forth in this Agreement or in the disclosures contained in the Robinhood Debit Card Agreement, which has been provided to Me or made available to me in connection with the opening of My Account, Robinhood, Robinhood's agents, any processing bank, and the Card issuer will not be liable for any loss I incur in connection with My Account and any Payments or other features of My Account unless Robinhood is grossly negligent in fulfilling this Agreement. In no event will Robinhood, Robinhood's agents, any processing bank, and the Card issuer shall not be liable for consequential, special or indirect damages or losses unless applicable law requires otherwise. I also agree that liability regarding online services or use of the App is further limited by the Robinhood Terms and Conditions, available at <https://about.robinhood.com/legal/>. To the extent I utilize online services or the App I acknowledge that I am bound by such Robinhood Terms and Conditions.

### **D. Debit Cards.**

I understand and agree that My use of the Card is subject to the terms, conditions and disclosures set forth in the Robinhood Debit Card Agreement, which has been provided to Me in connection with the opening of My Account and which I may access on the Website.

I understand and agree that I cannot request a Card for another person to use. I agree, however, that if I permit another person to have access to use My Card or Card number (an "Authorized Card User"), I am authorizing all Card transactions by such person and I agree that there are no limits to my authorization. I accept all liability with respect to the Card transactions effected by Me and any Authorized Card Users. I further agree that I may terminate the authority of an Authorized Card User only by contacting [help@robinhood.com](mailto:help@robinhood.com), to cancel my Card. I agree that the cancellation of My Card is effective only after Robinhood has a reasonable period to act on My notice.

If My Card is cancelled, I agree to destroy, or if requested by Robinhood, return the Card to Robinhood. I acknowledge that I will be responsible for any Card transactions that are processed because of My failure to destroy or return the Card following cancellation.

If My Account includes margin privileges, I agree that transactions that exceed My free credit balances and deposits in the Sweep Service may result in margin credit being extended to My Account, for which I will be charged interest. I agree to review the Margin Disclosure Statement, which is available at <https://about.robinhood.com/legal/>.

### **E. Deposits.**

The provisions in this Section 30.E shall apply to My Account whether or not I am enrolled in Cash Management.

*General; Holds.* I acknowledge and agree that funds that I deposit to My Account may be subject to one or more hold periods, which are described in the RHF Funds Availability schedule available at <https://about.robinhood.com/legal/>. I understand and agree that Robinhood reserves the right to modify the RHF Funds Availability schedule at any time by posting an updated schedule at <https://about.robinhood.com/legal/>, or otherwise providing notice to me. During the applicable hold period, My funds will not be available for Payments, withdrawal, or the settling of securities transactions, in each case as described in the RHF Funds Availability schedule. I further understand and agree that Robinhood reserves the right to further delay making deposited funds available for periods longer than the hold periods specified in the RHF Funds Availability schedule to the extent Robinhood determines that additional time is needed to verify information about the item deposited or the sender or if Robinhood otherwise believes there is a risk of fraud or other unlawful activity with respect to My Account.

*Mistaken Deposits.* If funds are deposited or transferred into My Account by mistake or otherwise, I agree that Robinhood may correct the situation and deduct any interest paid by Participating Depository Institutions, if applicable, without prior notice to Me.

*Returned Funds.* I acknowledge and agree that I am responsible for returned transactions. If I have funds transferred into My Account and that transfer is returned for any reason, Robinhood may charge the transfer and interest paid by Participating Depository Institutions, if applicable, against My Account, without prior notice to Me.

## **F. Electronic Fund Transfers.**

The provisions in this Section 30.F relating to EFTs other than Card transactions shall apply to My Account whether or not I am enrolled in Cash Management.

I understand that My Account may be eligible for a variety of EFTs, which may be subject to separate agreements, terms and conditions. These services may include use of the Card, and the "Move Money" functionality of the App. I understand that I may be required to agree to separate terms and conditions governing the particular service I use to initiate EFTs. In addition, I understand and agree that my use of EFT services are subject to the disclosures set forth in Appendix A (Electronic Fund Transfer Disclosures), and acknowledge that I have received and reviewed such disclosures.

## **G. Security.**

I agree to protect My Card, and My PINs, from access by anyone not authorized by Me to use them. I acknowledge that I will be liable for all Card and online transactions conducted by anyone to whom I have given access or who has obtained access even if not authorized by Me, up to applicable legal limits. I understand that I am responsible for reviewing My Account statement promptly to discover and report unauthorized activity, including use of My Card, Card number or PIN. I agree to notify Robinhood as provided in Appendix A (Electronic Fund Transfer Disclosures) if I believe or have reason to believe that there has been unauthorized activity in My Account or that My Card, Card number or PIN has been lost, stolen or may be used by an unauthorized person. Unless limited by law or as otherwise set forth in this Agreement or in the disclosures contained in Robinhood Debit Card Agreement, which is provided to Me as part of the Account opening process and is available on the Website, I agree that I will be responsible for losses that arise from My failure to (i) safeguard My Card and PINs, (ii) review My monthly statement for possible unauthorized activity and (iii) report any unauthorized activity to Robinhood as provided herein or in the Robinhood Debit Card Agreement.

## **H. No Illegal Purpose.**

I agree and understand that I may not use my debit card or any Payments on My Account for any illegal purpose. I agree and understand that Robinhood may, in its discretion, deny any transactions that appear to be made for an illegal purpose.

## **I. Pay by Check.**

I agree and understand that if I try to stop payment on a check after it has been mailed to the payee, Robinhood will attempt to but cannot guarantee that payment on the check will be stopped. I understand that a stop payment order on a check is valid for six months. I understand that if I wish to renew a stop payment on a check after the six month period, I must contact Robinhood to request another stop payment. I agree and understand that I may still be liable to the holder of the check even if I have requested a stop payment for the amount of the check. I agree and understand that Robinhood may deduct My Account for the amount on the check if the stop payment request is unsuccessful.

## **J. Disclosure of Information.**

I agree and understand that all disclosures of My non-public personal information shall be made in accordance with the terms of the this Agreement or the Robinhood Privacy Policy (available on the

Website at <https://about.robinhood.com/legal/>, as applicable. I agree that My consent to sharing non-public personal information will remain in effect until I revoke such consent by updating My settings and visibility, which I may do at any time through the App.

In addition, I understand and agree that Robinhood may disclose information about My Account and My related activities to third parties under the following circumstances: - As necessary to complete My Payment transactions; - To investigate any complaint, disputed transaction, transaction inquiry or request I make or as necessary to investigate potential fraud or misuse related to My Account; - To respond to requests from credit bureaus, creditors or other third parties for account-related information, to the extent such inquiries are necessary for processing My transactions or are usual and customary in the course of servicing similar products or accounts; - As necessary to comply with any applicable law, government or court order or subpoena; or - In accordance with My written permission or as otherwise permitted under the Robinhood Privacy Policy.

## **I. Termination.**

I understand that Robinhood may terminate my participation in Cash Management or in specific features of Cash Management for any reason, upon notice to me.

## **31. Consent to Redeem Shares.**

I understand and agree that whenever it is necessary for Robinhood's protection or to satisfy a margin call, deficiency, debit or other obligation owed to Robinhood, Robinhood may (but is not required to) sell, assign and deliver all or any part of the securities in My Account, or close any or all transactions in My Account. I understand that Robinhood may, but is not obligated to, attempt to contact Me before taking any such action. I understand and agree that Robinhood reserves the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption, and that any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice.

I further understand that Robinhood may choose which securities to buy or sell, which transactions to close, and the sequence and timing of liquidation, and may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that Robinhood chooses in the exercise of its business judgment. I agree not to hold Robinhood liable for the choice of which securities to buy or sell or of which transactions to close or for the timing or manner of the liquidation. I also agree not to hold Robinhood liable for taking such action.

I understand and agree that Robinhood is entitled to exercise the rights described in this section in its sole discretion, including, but not limited to, whenever any of the following occurs:

- The equity level in My Account falls below required minimums;
- Sufficient funds or securities are not deposited to pay for transactions in My Account;
- I reverse any ACH debit transfer to My Account;
- A petition of bankruptcy or for the appointment of a receiver is filed by or against Me;
- An attachment is levied against My Account;
- I die or become incapacitated or incompetent; or
- My Account is closed.

## **32. Electronic Delivery of Trade and Account Information; Notice.**

All communications, notices, legal disclosures, and other materials related to My Account or this Agreement, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the Website or the App, and is available for viewing, may be sent to Me at the mailing address for My Account or the e-mail address that I have given to Robinhood in My account application or at such other address as I may hereafter give Robinhood in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not.

### **33. API.**

#### **A. Overview; Definitions.**

Robinhood may, in Robinhood's sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "API Package") (such third parties, "API Licensees"), to make available certain features and functionality of Robinhood's mobile applications, websites, or technology platform via the API Licensees' products (such products, the "Licensee Products"). The API Package and the Licensee Products are collectively referred to as the "API Products". "Personal Information" means My personally identifiable information (including username, logon password, financial information, trade data, and other financial information) and all data exchanged between Robinhood and the API Products.

#### **B. Access to My Personal Information.**

Through My use of any API Products, I may be providing API Licensees with access to My Account and Personal Information. By using any API Products, I acknowledge that such API Products may employ security, policies, procedures and systems of API Licensees which may or may not be less stringent and secure than Robinhood's policies, procedures and systems. I agree that My use of any API Products shall be subject to the terms and conditions of this Agreement, in addition to any other agreements which I executed with respect to any such API Products. I understand and agree that any end user agreement that I executed with any API Licensee is concluded between Me and such API Licensee only, and not with Robinhood; and such API Licensee, not Robinhood, is solely responsible for such Licensee Product and the content thereof. I understand and agree that the API Products may deliver Personal Information to Robinhood, and that Robinhood is authorized to receive and store such Personal Information consistent with Robinhood's then-in-effect policies and procedures. Further, I agree that the API Products may request Personal Information stored by Robinhood, and I consent to Robinhood's disclosure of such Personal Information to the API Products.

#### **C. No Recommendations.**

To the extent the Licensee Products or API Licensees express opinions or make recommendations, I understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of Robinhood. The existence of the API Products and Robinhood's consent to any connectivity between any Licensee Products and Robinhood's technology, the App, the Website, or trading platform(s) does not constitute (i) any recommendation by Robinhood to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by Robinhood as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute Robinhood's endorsement of API Licensees or the Licensee Products.

#### **D. Data Provided by Robinhood to API.**

From time to time, and subject to then-in-effect agreements between Robinhood and API Licensees, Robinhood may, in its own discretion, make market data feeds received from third parties available via the API Products. Robinhood does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to Me market data feeds independent of Robinhood. I am aware that from time to time that there may be discrepancy between the market data presented on the App or Website and information provided by any API Products due to a variety of reasons, including the time to update and transmit such data to a mobile application or website and latency caused by such API Product's or My local environment (such as computer set up, connection speed, etc.). Robinhood is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

## **E. Risks; No Liability.**

I acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by Robinhood. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by Robinhood (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to Robinhood are subject to order vetting by Robinhood. Orders created and submitted through any API Products are not vetted until they are received by Robinhood. It is possible that Robinhood may reject an order placed through any API Products. Robinhood cannot guarantee that any order will be accepted when such order is routed to the market for execution, and Robinhood cannot guarantee that notifications and Personal Information provided to Me by Robinhood will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, I agree that:

1. Robinhood or its Affiliates shall not be liable for any Losses as a result of any issues addressed in this Section 33 of this Agreement, nor shall Robinhood or its Affiliates be liable for any Losses realized for technical issues involving any API Products or API Licensee technology or product offerings (including system outages or downtime).
2. Robinhood or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.
3. Robinhood or its Affiliates makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or any API Products.

## **F. Intellectual Property.**

My use of any API Products will not confer to Me any title, ownership interest or intellectual property rights that otherwise belongs to Robinhood or any of its affiliates. The API Package, including content, is protected under U.S. patent, copyright laws, international treaties or conventions, and other laws and will remain Robinhood's exclusive property, as applicable. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to Robinhood or any of its Affiliates or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by Robinhood or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle Me to use any such name or mark in any manner.

## **G. User's Representations and Warranties.**

I represent and warrant that:

1. By virtue of utilizing any API Products, I consent to and accept any risk associated with Robinhood's sharing of Personal Information with any API Licensee and shall not hold Robinhood, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.
2. I agree that My use of any API Products or API Licensee's content, information, technology, or functionality is at My own risk.
3. I agree that Robinhood may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to Me.

## **34. Electronic Signatures; Modifications to the Agreement.**

I agree to transact business with Robinhood electronically. By electronically signing an application for an Account, I acknowledge and agree that such electronic signature is valid evidence of My consent to be



legally bound by this Agreement and such subsequent terms as may govern the use of Robinhood's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that Robinhood Financial may modify this Agreement from time to time and I agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of Robinhood Financial's electronically stored copy of the Agreement.

### **35. Margin Accounts.**

#### **A. Election.**

This numbered section applies to my account to the extent I elect and am approved for a Robinhood Gold margin account.

#### **B. Margin Trading.**

I understand that margin trading involves interest charges and risks, including the potential to lose more than deposited or the need to deposit additional collateral in a falling market. Before using margin, customers must determine whether this type of trading strategy is right for them given their specific investment objectives, experience, risk tolerance, and financial situation. If I have elected to have a margin Account, I represent that I have read the [Margin Disclosure Statement](#), [Day Trading Risk Disclosure](#), and [FINRA Investor Information](#). These disclosures contain information on Robinhood's lending policies, interest charges, and the risks associated with margin accounts.

#### **C. Hypothecation.**

Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by Robinhood, or carried by Robinhood in any account for Me (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as payments received in lieu of dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that you agree to deliver to Me upon My demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by Me originally. Any securities in My margin or short account may be borrowed by you, or lent to others.

#### **D. Interest.**

Debit balances in My Accounts shall be charged with interest in accordance with your established custom, as disclosed to Me in the Customer Information Brochure pursuant to the provisions of the Securities Exchange Act.

## **E. Margin.**

I agree to maintain in all accounts with Robinhood such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. I agree to promptly satisfy all margin and maintenance calls.

## **F. Sales.**

I agree to specifically designate any order to sell a security, which I do not own as a short sale, and understands that Robinhood will mark such order as a short sale. I agree that any order which is not specifically designated as a short sale is a sale of securities owned by me, and that I will deliver the securities on or before settlement date, if not already in the account. If I should fail to make such delivery in the time required, Robinhood is authorized to borrow such securities as necessary to make delivery for the sale, and I agree to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.

## **36. Consent to Electronic Delivery of Documents.**

### **A. Consent.**

**By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form.** "Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding My Account, this Agreement (including amendments to this Agreement), and the agreements and disclosures governing the services delivered or provided to Me by Robinhood Financial, the issuers of the securities or other property in which I invest, and any other parties. I agree that I can access, view, download, save, and print any Account Documents I receive via electronic delivery for My records.

### **B. Electronic Delivery System.**

I acknowledge that Robinhood's primary methods of communication with Me include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to My email address of record, and, to the extent required by law, (D) providing Me with notice(s) that will direct Me to the App or the Website where I can read and print such information. Unless otherwise required by law, Robinhood reserves the right to post Account Documents on the Website without providing notice to Me. Further, Robinhood reserves the right to send Account Documents to My postal or email address of record, or via the App or Website. I agree that all Account Documents provided to Me in any of the foregoing manner is considered delivered to Me personally when sent or posted by Robinhood, whether I receive it or not.

All e-mail notifications regarding Account Documents will be sent to My e-mail address of record. I agree to maintain the e-mail address that I have provided Robinhood until I provide Robinhood with a new one. I understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is My sole responsibility to ensure that any emails from Robinhood or its Affiliates are not marked as SPAM. Regardless of whether or not I receive an e-mail notification, I agree to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communication. If I authorize someone else to access the e-mail account I have provided Robinhood, I agree to tell them to share the Account Documents with Me promptly, and I accept the risk that they will see My sensitive information. I understand that if I use a work e-mail address or computing or communications device, My employer or other employees may have access to the Account Documents.

Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including Account numbers or passwords, in any unencrypted e-mails. I also

understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold Robinhood, its Affiliates, and Robinhood and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

I agree to promptly and carefully review all Account Documents when they are delivered and notify Robinhood Financial in writing within five (5) calendar days of delivery if I object to the information provided (or other such time specified herein). If I fail to object in writing within such time, Robinhood Financial is entitled to treat such information as accurate and conclusive. I will contact Robinhood to report any problems with accessing the Account Documents.

### **C. Costs.**

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Robinhood Financial will not charge Me additional online access fees for receiving electronic delivery of Account Documents.

### **D. Archival.**

Upon My request, I may obtain copies of up to six (6) prior years of account statements, and three (3) prior years of trade confirmations.

### **E. Revocation of Consent.**

Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying Robinhood Financial in writing of My intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Robinhood Financial to provide Me in paper form. Robinhood Financial will not treat My request for paper copies as a withdrawal of My consent to electronic delivery of Account Documents. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, Robinhood Financial, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My account, or terminate My access to Robinhood Financial's services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Robinhood Financial's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.

### **F. Duration of Consent.**

My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Robinhood Financial revokes it. I understand that it may take up to three (3) Business Days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.

### **G. Hardware and Software Requirements.**

I understand that in order to receive electronic deliveries, I must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Robinhood Financial may specify and to which I have access. I also understand that if I wish to download, print, or save any information I wish to retain, I must have access to a printer or other device in order to do so.

## **H. Consent and Representations.**

I hereby agree that I have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, I hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. I will maintain a valid e-mail address and continue to have access to the Internet. If My e-mail address changes, I agree to immediately notify Robinhood Financial of My new e-mail address in writing.

## **37. Miscellaneous Provisions.**

The following provisions shall also govern this Agreement:

### **A. Contact Information.**

Robinhood Customer Service may be contacted by visiting [support.robinhood.com](https://support.robinhood.com) or by email at [help@robinhood.com](mailto:help@robinhood.com).

### **B. Interpretation.**

The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.

### **C. Binding Effect; Assignment.**

This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Robinhood's prior written consent. Robinhood may assign, sell, or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.

### **D. Severability.**

If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

### **E. Website Postings.**

I agree and understand that Robinhood Financial may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to My use of the App, the Website, or My Account

on the Website ("Website Postings"). I understand that it is My continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of My use.

#### **F. Entirety of Agreement.**

This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in My Account statements and confirmations, contain the entire agreement between Robinhood and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Robinhood and Me, provided, however, that any and all other agreements between Robinhood and Me, not inconsistent with this Agreement, will remain in full force and effect.

#### **G. Amendment.**

Robinhood may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the Website and My continued Account activity after such amendment constitutes My agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other Robinhood Financial services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about Robinhood Financial services and any modifications to this Agreement. Robinhood is not bound by any verbal statements that seek to amend the Agreement.

#### **H. Termination.**

Robinhood may terminate this Agreement, or close, deactivate, or block access to My Account at any time in its sole discretion. I will remain liable to Robinhood for all obligations incurred in My Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.

#### **I. No Waiver; Cumulative Nature of Rights and Remedies.**

I understand that Robinhood's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Robinhood's part to exercise any power or right given to Robinhood in this Agreement, or a continued course of such conduct on Robinhood's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Robinhood in this Agreement are cumulative and not exclusive of any other rights or remedies to which Robinhood is entitled.

#### **J. International Customers.**

The products and services described on the Website are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. I understand that Robinhood, in its sole discretion, may accept unsolicited accounts from non-U.S. residents, depending on the country of residence and other factors. I understand that Robinhood is based in the United States and that Robinhood accepts only U.S. currency in Robinhood's customer accounts.

## **K. Governing Law.**

This Agreement and all transactions made in My Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

## **38. Arbitration.**

**A. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows: (1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings. (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. (5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement. B. Any controversy or claim arising out of or relating to this Agreement, any other agreement between Me and Robinhood, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of California. C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If I am a foreign national, non-resident alien, or if I do not reside in the United States, I agree to waive My right to file an action against Robinhood in any foreign venue. D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

ACCEPTED AND AGREED: I acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by accepting this agreement. **I ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 38 HEREIN. I ALSO AGREE (1) THAT ANY OF MY MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY ROBINHOOD OR LOANED TO OTHERS; (2) I HAVE RECEIVED OF A COPY OF THIS AGREEMENT AND (3) I HAVE REVIEWED A COPY OF THE MARGIN DISCLOSURE STATEMENT.**

## **Appendix A**

### **Electronic Fund Transfer Services Disclosures**

The following disclosures apply to the use of any EFT services offered by Robinhood, including the Card, ACH transactions and the Move Money functionality of the App.

Solely for purposes of these disclosures: (i) references to the Bank shall include any financial institution that issues the Card or provides services in connection with ACH, Move Money or other EFT transactions; (ii) "you" and "your" mean the owner of the Account; and (iii) "we" and "us" means Robinhood and the Bank collectively.



## **1. Your Liability.**

Contact Robinhood Customer Service AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your losses down. You could lose all the Available Funds in your Account (plus your maximum overdraft line of credit). If you tell Robinhood within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell Robinhood within 2 business days after you learn of the loss or theft of your Card or PIN, and Robinhood can prove that it could have stopped someone from using your Card or PIN without your permission if you had told Robinhood, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card or using your PIN, tell Robinhood at once. If you do not tell Robinhood within sixty (60) days after the statement was mailed to you, or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if Robinhood can prove that Robinhood could have stopped someone from taking the money if you had told Robinhood in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Robinhood, Robinhood will extend the time periods.

## **2. Contact in event of unauthorized transfer.**

If you believe your Card or PIN has been lost or stolen, contact Robinhood by emailing [help@robinhood.com](mailto:help@robinhood.com).

## **3. Business Days.**

Business Days are Monday through Friday, excluding federal holidays.

## **4. Transfer Types and Limitations.**

You may use your Card to make purchases at any merchant that accepts Mastercard debit cards or debit cards of other networks in which the Bank participates, and to make ATM withdrawals, in each case subject to the Available Funds in your Account, the transaction limits described below, and the other terms and conditions of this Agreement. You acknowledge and agree that the value available to you for use with the Card is limited to the Available Funds in your Account. So long as you do not exceed the Available Funds in your Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or ATM that accepts the Card. Each time you use the Card, you authorize Robinhood to reduce the Available Funds in your Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings. Nevertheless, if you exceed the Available Funds in your Account you shall remain fully liable to Robinhood for the amount of the transactions and any applicable fees and charges.

You may also make ACH withdrawals from your Account, either originated through Robinhood or originated by a third party (a "non-originated" withdrawal), subject to the Available Funds in your Account, the transaction limits described below, and the other terms and conditions of this Agreement. You also may make ACH deposits to your Account, either originated through Robinhood or originated by a third party (a "non-originated" deposit), subject to the transaction limits described below.

There are limits on the dollar amount of transactions you can make with your Card each day and each month, and limits on the amount of ACH withdrawals and deposits you can make each day. The following lists the limits for each type of transaction:

**Originated ACH Withdrawals\*** Daily Limit: \$50,000.00  
Weekly Limit: N/A Monthly Limit: N/A

**Originated ACH Deposits\*** Daily Limit: \$50,000.00  
Weekly Limit: N/A Monthly Limit: N/A

**Non-Originated ACH Withdrawals\*** Daily Limit: \$250,000.00  
Weekly Limit: N/A Monthly Limit: N/A

**Non-Originated ACH Deposits\*** Daily Limit: \$250,000.00  
Weekly Limit: N/A Monthly Limit: N/A

**Point of Sale Purchases with the Card\*** Daily Limit: \$5,000.00 Weekly Limit: N/A Monthly Limit: \$15,000.00

**ATM Withdrawals\*** Daily Limit: \$510.00 Weekly Limit: N/A Monthly Limit: \$5,000.00

**Originated ACH\*** Daily Limit: N/A, subject to the Weekly Limit Weekly Limit: \$2,999 Monthly Limit: N/A

## 5. Fees.

We will not charge you any fees for use of ATMs that are part of the AllPoint or MoneyPass ATM networks, or for point of sale transactions using the Card, or for initiating other EFTs on your behalf. If you withdraw funds from ATMs outside of the AllPoint or MoneyPass ATM networks, you may be separately assessed fees by those ATM owners or operators.

## 6. Confidentiality.

We may disclose information to third parties about you, your Card, or the transactions you make using any of the EFT services we provide:

1. Where it is necessary or helpful for completing or correcting transactions and resolving claims regarding transactions;
2. In order to verify the existence and condition of your Card or your Account for a third party, such as a merchant;
3. In order to comply with a valid request by a government agency, a court order, or other legal or administrative reporting requirements;
4. If you consent by giving us your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed;
6. In order to prevent, investigate or report possible illegal activity;
7. In order to issue authorizations for transactions on the Card;
8. As permitted by applicable law; or
9. Otherwise as necessary to fulfill our obligations under this Agreement and the terms applicable to the EFT service you are using.

Please see Robinhood's privacy policy, available at [about.robinhood.com/legal](https://www.suttonbank.com/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf), and the applicable Bank's privacy policy, available at <https://www.suttonbank.com/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf>, for further details. (The Robinhood privacy policy and the applicable Bank's privacy policy are referred to collectively as the "Privacy Policies"). You hereby agree to Robinhood's and the Bank's collection, use and sharing of information about you and the Card as provided in the Privacy Policies, which are made a part of this Agreement. The Privacy Policies also tell you how you can (i) limit the ways in which Bank and Robinhood share information about you, or (ii) request corrections to the information that Bank or Robinhood maintain about you. You agree that information you provide in connection with your Card or other EFT services you use is being provided directly to both Robinhood as the holder of the Account associated with the service and the Bank as the Card issuer or provider of the EFT service, as applicable.

## 7. Documentation.

*Terminal Transfers.* You can get a receipt at the time you make any transfer to or from your Account using an ATM from the AllPoint or MoneyPass ATM networks or at the point of sale.

*Preauthorized Credits.* If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also check your Account online to see if a deposit has been received.

*Periodic Statements.* You will get a monthly Account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. You may obtain information about the Available Funds in your Account and a history of your Cash Management transactions on the App.

## **8. Preauthorized Payments/Stop Payment Procedure and Notice of Varying Amounts.**

You do not have the right to request that Robinhood in advance make regular payments out of your Account, although you may ask third parties to initiate regular payments out of your Account.

*Right to stop payment:* If you have automatic recurring payments taken out of your Account, you can stop any of these payments by contacting us at [help@robinhood.com](mailto:help@robinhood.com). You must contact us in time for us to receive your request at least three business days before the payment is scheduled to be made.

*Notice of varying amounts:* If these regular payments vary in amount, the party you are going to pay will tell you, 10 days before each payment, when the payment will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

*Liability for failure to stop payment of a preauthorized transfer:* If you order us to stop a payment at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

## **9. Our Liability.**

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of Robinhood or the Bank, you do not have enough Available Funds in your Account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card has been blocked after you reported your Card lost or stolen;
5. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
6. If Robinhood or the Bank have reason to believe the requested transaction is unauthorized;
7. If circumstances beyond the control of Robinhood or the Bank (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Robinhood or the Bank have taken; or
8. For any other exception stated in this Agreement with you or by applicable law.

## 10. Errors or Questions About Electronic Transfers.

In case of errors or questions about your electronic transfers, including your Card transactions, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact Robinhood by emailing [help@robinhood.com](mailto:help@robinhood.com). Robinhood must hear from you no later than sixty (60) days after you were sent the FIRST statement on which the problem or error appeared.

1. Tell Robinhood your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell Robinhood the dollar amount of the suspected error.

Robinhood will determine whether an error occurred within ten (10) business days after Robinhood hears from you and will correct any error promptly. If Robinhood needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Robinhood decides to do this, Robinhood will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes Robinhood to complete our investigation.

For errors involving new accounts, point of sale, or foreign initiated transactions, Robinhood may take up to ninety (90) days to investigate your complaint or question. For new accounts, Robinhood may take up to twenty (20) business days to credit your Account for the amount you think is in error.

Robinhood will tell you the results of our investigation within three (3) business days after completing the investigation. If Robinhood decides that there was no error, Robinhood will send you a written explanation. You may ask for copies of the documents that Robinhood used in our investigation.

# **EXHIBIT B**



Revised June 15, 2021

## **Robinhood Financial LLC & Robinhood Securities, LLC Customer Agreement**

This Customer Agreement (“**Agreement**”) sets out the terms and conditions pursuant to which Robinhood Financial LLC, Robinhood Securities, LLC, and their agents and assigns (collectively in this Agreement, “**Robinhood**”) may open and operate one or more accounts on your behalf for the purchase, sale or carrying of securities or contracts relating thereto or the borrowing of funds (each, an “**Account**”), which transactions are cleared through Robinhood Securities. In this Agreement, “**Customer**”, “**you**”, or “**your**” (or similar) refer to the Account owner, and “**we**”, “**us**” or “**our**” (or similar) refers to Robinhood. References to this “Agreement” include these terms and conditions as well as any other agreements or disclosures that apply to your Account, each as amended or supplemented from time to time.

**BY AGREEING TO THIS AGREEMENT AND OPENING OR USING AN ACCOUNT, YOU EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. CLICKING OR TAPPING “SUBMIT APPLICATION”, “AGREE” OR ANY SIMILAR BUTTON OR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS, IS LEGALLY EQUIVALENT TO MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT WHEN YOU CLICK OR TAP SUCH BUTTON.**

**THIS AGREEMENT AND ITS TERMS MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY ROBINHOOD BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED TERMS BEING POSTED ON THE ROBINHOOD WEBSITE, AND YOU AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS ANY SERVICES WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU REQUEST OTHER SERVICES PROVIDED BY ROBINHOOD THAT REQUIRE YOU TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. YOU ALSO UNDERSTAND THAT BY CLICKING OR TAPPING “SUBMIT APPLICATION” YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 39 HEREIN.**

**THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT [help@robinhood.com](mailto:help@robinhood.com) OR SEEK INDEPENDENT ADVICE.**

By entering into this Agreement, you acknowledge receipt of the [Robinhood Financial LLC Form Customer Relationship Summary](#) (Form CRS), and you acknowledge receipt of and agree to the terms of the [Robinhood Terms and Conditions](#), [RHF Use and Risk Disclosures](#), [Robinhood Financial Product Features Disclosures](#), [Day Trading Risk Disclosure](#), [Extended Hours Trading Disclosure](#), [ETF Disclosure](#), [RHF Funds Availability](#), [RHF Business Continuity Plan Summary](#), and [FINRA Public Disclosure Program](#), which are incorporated by reference into this Agreement. You also acknowledge receipt of the [Robinhood Privacy Policy](#).

### **1. Your Account.**

- 1.1. When you open or apply to open an Account to access services on the Robinhood Website or the Robinhood mobile application(s) (each, an “**App**” and the App and the Website, together with any programs, tools, features, functionality, services, transactions, and Content provided through or in connection with the Website and the Apps, the “**Platform**”), you are entering into direct contractual relationships with Robinhood Financial and Robinhood

Securities. “**Website**” means the robinhood.com website, and any others through which Robinhood offers services.

- 1.2. To be eligible to open or have an Account you must be at least 18 years old, and otherwise be legally permitted to have an Account and in compliance with the terms and conditions of this Agreement and Applicable Law, as well as any other eligibility criteria we may implement from time to time. “**Applicable Law**” includes all federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction, the rules of any applicable self-regulatory organization of which Robinhood is a member and rules, regulations, customs, and usages of the exchange or market or clearing house, if any, where transactions are executed.
- 1.3. Your Account is self-directed, and you are solely responsible for any and all orders placed in your Account, for your investment decisions, and for determining the suitability of any particular transaction, security, or investment strategy. You agree that all orders entered by you (or on your behalf) are based on your own investment decisions.
- 1.4. You agree and understand that Robinhood or persons acting on Robinhood’s behalf does not provide any investment advice or recommend any particular security, transaction, or order, or other matter connected with your Account, nor will they advise you about the merits of any action or investment decision relating to your Account or any security you hold.
- 1.5. You appoint Robinhood Financial as your agent for the purposes of carrying out your directions and instructions to Robinhood Financial in accordance with this Agreement, including all instructions you input or deliver via the Platform. You authorize Robinhood Financial to open or close your Account, place and withdraw orders and take such other steps as are reasonable to carry out your instructions or directions. You understand Robinhood Financial provides trading and brokerage services through the Platform and you agree to receive and transmit financial information and instructions through such electronic means.
- 1.6. **Robinhood Securities.** Robinhood Financial has entered into a clearing agreement with Robinhood Securities whereby Robinhood Financial will introduce your Account to Robinhood Securities, and Robinhood Securities will clear all transactions, on a fully-disclosed basis. You understand that Robinhood Securities carries your Account and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of Robinhood Financial. You agree that until receipt of written notice from you to the contrary, Robinhood Securities may accept from Robinhood Financial, without inquiry or investigation, (i) orders for the purchase or sale of securities for your Account, (ii) any other instructions concerning your Account or any securities or other assets in your Account, or (iii) any instructions for the purchase of securities or other property on margin, if you have a Margin Account. Robinhood Securities shall look solely to Robinhood Financial unless otherwise directed by Robinhood Financial, and not to you, with respect to any such orders or instructions; except that Robinhood Securities will deliver confirmations, statements, and all written or other notices with respect to an Account directly to you with copies to or made available to Robinhood Financial, and that Robinhood Securities will look directly to you or Robinhood Financial for delivery of margin, payment, or securities. You agree to hold Robinhood Securities harmless from and against any Losses arising in connection with the delivery or receipt of any such communication(s), provided Robinhood Securities has acted in accordance with the above.

## 2. **Market Data.**

We may provide or make available to you certain content, information, or data that may include information or data relating to securities and the securities markets, including last sale transaction data, bid and asked quotations, fundamental information, and other security information or data (collectively, “**Market Data**”). We obtain Market Data from securities exchanges and markets, third party information providers, and other third parties that distribute or transmit Market Data (collectively, “**Third Party Providers**”).

For certain types of Market Data, we are required to include specific terms and conditions in our agreements with you, or procure that you enter into specific agreements, prior to you obtaining or being provided access to that Market Data. We do this in the “**Market Data Addendum**” which you can find at the end of this Agreement. Receipt and use of Market Data are subject to the terms of this Agreement as well as to the Market Data Addendum that supplements and forms part of this Agreement, and is incorporated by reference. By agreeing to this Agreement, opening an Account, or accessing any services from Robinhood, you agree to the Market Data Addendum.

If we provide or make Market Data available to you, this does not grant you any rights over or in that Market Data except those rights (if any) as may be expressly granted to you in the Market Data Addendum. Market Data is provided to you solely on the basis that you represent and warrant that you are a Non-professional (as defined in the Market Data Addendum) and that you will use any Market Data solely for your personal non-business use.

### **3. Customer Representations and Responsibilities.**

#### **3.1. Information Accuracy.**

Where you provide Robinhood with any information in any form from time to time in connection with your Account or your application for an Account or any services, you represent and warrant that such information is complete, true, accurate, and correct. You acknowledge that knowingly giving false information for the purpose of inducing Robinhood to extend credit is a federal crime.

If any information that you have provided to Robinhood changes, you agree to promptly notify Robinhood of such changes in writing within ten days. You agree that this Agreement, the account application, and any other document you furnish in connection with your Account is Robinhood's property.

#### **3.2. About you**

You represent and warrant that:

- (a) You are at least 18 years old, and you are of legal age under the laws of the jurisdiction where you reside.
- (b) You are authorized to enter into this Agreement.
- (c) You are the sole owner of the Account. No other person has any interest in the Account opened pursuant to this Agreement.
- (d) Except as otherwise disclosed to Robinhood in writing, neither you nor any member of your immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. You agree to promptly notify Robinhood in writing if you or a member of your immediate family becomes registered or employed in any of the above-described capacities.
- (e) You are not a “Securities Professional” (as defined in the Market Data Addendum), and you are using the Account for your own personal, non-business, use.
- (f) You are not an officer, director, or 10% stockholder of any publicly traded company.

#### **3.3. Risks.**

You acknowledge and understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all investment decisions associated with your Account including any risks in connection with the purchase or sale of securities (which includes the risk of loss).

**You acknowledge and agree to the Risk Disclosures.** “**Risk Disclosures**” means the risk disclosure documentation available or referenced on the Website or the Disclosure Library from time to time.

“Disclosure Library” means the disclosure library available on the Website, currently at [robinhood.com/us/en/about/legal](https://robinhood.com/us/en/about/legal), as supplemented from time to time. As of the date of this Agreement, Risk Disclosures include (without limitation) the [RHF Use and Risk Disclosures](#), [Robinhood Financial Product Features Disclosures](#), [Day Trading Risk Disclosure](#), [Extended Hours Trading Disclosure](#), [ETF Disclosure](#), the [Characteristics and Risks of Standardized Options](#), and the [Margin Disclosure Statement](#).

### **3.4. Account Defaults.**

Your Account comes with many defaulted service instruction features and preferences. You understand that you are not required to use these defaulted options or preferences and that once your Account is approved and opened, you have the sole discretion to control and adjust such defaulted service preferences that relate to your account.

### **3.5. Knowledge of Account.**

You are solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. Certain securities – including bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders - may grant you valuable rights that may expire unless you take specific action, and you are solely responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with your securities or Property may expire or be called, cancelled, or modified. Robinhood may, but is not obligated to, notify you of any upcoming expiration or redemption dates, or take any action on your behalf without specific instructions, except as required by law and the rules of regulatory authorities.

### **3.6. Review of Confirmations and Statements.**

You agree that it is your responsibility to review order execution confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two days from the date confirmations are sent or within ten days after Account statements are sent.

Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, Robinhood reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transaction and that you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. Nothing in this clause shall limit your other responsibilities in this Agreement.

### **3.7. Orders and instructions.**

Any instruction or order given for your Account, including via the Platform or using your Account username or password, will be treated as being from you and fully authorized by you. You agree that Robinhood shall be entitled (but not required) to act upon any oral instructions given by you so long as Robinhood reasonably believes such instruction was actually given by you. You instruct and authorize Robinhood to rely on such instruction or order without further inquiry, and agree that Robinhood will not be liable for doing so.

You agree not to allow any person access to your Account, your Account username or password, or permit any other person to give orders or instructions on your Account to Robinhood, without the prior consent of Robinhood. If any other person has access to your Account, your Device, your Account username or password, that is solely at your own risk.

Robinhood may execute your orders on any exchange or market, unless you specifically instruct Robinhood to the contrary.

Robinhood reserves the right to require full payment in cleared funds prior to the acceptance of any order. You agree to pay for purchases immediately or on Robinhood's demand. In the event that you

fail to provide sufficient funds, Robinhood may, at its option and without notice, (i) charge a reasonable rate of interest, (ii) liquidate the Property subject of the buy order, or (iii) sell other Property owned by you and held in your Account. Robinhood may also charge any consequential Loss to your Account. "Property" includes all monies, securities, contracts, investments, and options, whether for present or future delivery, and all related distributions, proceeds, products, and accessions.

### **3.8. Assistance by Robinhood.**

On your request, Robinhood may provide support you understand that when you request support, help, or assistance from Robinhood in any form orally, electronically, or in writing (each, a **"Support Request"**) in using the Platform, any of Robinhood's services, any investment tools available on the Platform, or any other information or thing or service provided by Robinhood, that Support Request and assistance provided relating to it will be limited to functional or operational explanation or assistance and, if requested by you, to the entry or correction by Robinhood or its Representatives of information or variables provided by you, and that such assistance and any communication from Robinhood or its Representatives in connection with a Support Request does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

### **3.9. No Advice.**

You understand that Robinhood does not provide any advice to you, and in particular Robinhood does not provide any tax, legal, financial, or accounting advice. You are encouraged to consult your own tax advisor or attorney.

### **3.10. Discontinuation of Services.**

You understand that Robinhood may discontinue your Account or any services related to your Account immediately by providing written notice to you.

Robinhood will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward Robinhood, or its or its Affiliates' officers, employees, contractors, or customers. Any such behavior, as determined by Robinhood in its sole discretion, may result in the discontinuation of your Account.

If Robinhood discontinues your Account or any services related to your Account, you agree that Robinhood is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (ii) close your Account. This is without limitation to Robinhood's other rights under this Agreement or otherwise. **"Obligations"** includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to Robinhood, whether now existing or hereafter arising.

Robinhood will not be responsible for any Losses caused by Robinhood discontinuing your Account or any services, or any liquidation of your Property, or closure of your Account, including any tax liabilities.

### **3.11. No Business Use**

You may only use the Platform for your own personal, non-business, non-commercial use.

### **3.12. Promotions Programs**

You agree to the terms or conditions of any Robinhood promotions programs that you participate in, including but not limited to the Robinhood Stock Referral Program. You understand that any such promotions may have significant limitations on eligibility or rewards.

### **3.13. Third Party Authorized Representatives.**



You agree not to allow any person access to your Account, or your Account username or password, or permit any other person to give orders or instructions on your Account to Robinhood, without the prior consent of Robinhood.

Robinhood may in its discretion from time to time permit you to appoint your duly Authorized representative or agent to act on your behalf with respect to your Account (your **"Third Party Authorized Representative"**), subject to any conditions that Robinhood may require. You are solely responsible for any risks associated with your Third Party Authorized Representative, including any actions, decisions, or conduct of your Third Party Authorized Representative. You instruct Robinhood to treat any order or instruction from your Third Party Authorized Representative as if that order or instruction was directly from you for the purposes of this Agreement, and to assume that such order and instruction is valid and authorized without further inquiry.

Robinhood is not responsible for determining and will not determine whether any Third Party Authorized Representative has authority to perform any actions generally or specifically with respect to your Account or your Property, and does not determine the validity of your Third Party Authorized Representative's status or capacity. You will be bound by any order or instruction given by your Third Party Authorized Representative, and irrevocably ratify any action taken by your Third Party Authorized Representative connected with your Account.

#### **4. Account Security.**

In order to set up and access your Account, you will be required to create or will be given security details, including an Account username and password. You are solely responsible for monitoring and safeguarding your Account and access to your Account. You are solely responsible for keeping your Account username, password, your PIN, and other Account details safe, and for the safety and security of any electronic devices through which you access your Account (which may include your phone, tablet, computer, or any similar device) (a **"Device"**). **"PIN"** means your Card PIN number. This includes taking all reasonable steps to avoid the loss, theft, or misuse of such Device, for instance engaging available protections provided by your Device, such as passcodes, biometric login (such as via a fingerprint or a face-scan), or similar, and keeping your Account username, password, PIN, and other Account details safe and secret at all times. Any loss or compromise of your Device, your email account, your Account username or password, your PIN, or other security details, may result in unauthorized access to your Account by third parties.

**You agree to immediately notify Robinhood immediately and in any event within 24 hours if you become aware of: (i) any loss, theft, or unauthorized use of your Account, Account username or password, your PIN, or your Card; (ii) any failure by you to receive any Account communication such as confirmation of an order or a statement; (iii) any receipt by you of an Account communication that you do not recognize such as a confirmation of an order that you did not place; (iv) any inaccurate information in or relating to your orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; (v) any receipt by you of a security notification concerning your Account that notifies you of an event or action that you do not recognize; or (vi) any other unauthorized use or access of your Account. Each of the events described in (i)-(vi) of this clause will be a "Potential Fraudulent Event".**

Upon request by Robinhood, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide Robinhood a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and Robinhood in any investigation of any Potential Fraudulent Event, and to complete any required affidavits promptly, accurately, and thoroughly. You agree to allow Robinhood access to your Device, and your network in connection with Robinhood's investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold Robinhood, its Affiliates, and their respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

You understand that, pursuant to FINRA regulations, Robinhood is authorized to contact the **"Trusted Contact Person"** (as defined by FINRA Rule 4512) designated for your Account and to disclose

information about your account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

## **5. Important Information Needed to Open or Maintain an Account.**

To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open or apply to open an Account Robinhood will ask for your name, U.S. residential address, date of birth, social security number (or other personal identification number), telephone number, citizenship, and other identifying information. Robinhood may also ask for copies of your driver's license, passport, or other unexpired, government-issued identifying documents with a photograph. From time to time, Robinhood may ask you to confirm or re-verify your identity, or may require that you provide certain additional documents.

You understand that Robinhood may take steps to verify the accuracy of the information you provide to Robinhood relating to your Account in your application or otherwise. You authorize Robinhood or its agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to Robinhood from time to time, or any other normal sources of debit or credit information and other similar databases, and authorize any such person or entity to furnish such information about you as may be requested or required by Robinhood. You acknowledge that Robinhood may restrict your access to your Account pending such verification. You will provide prompt notification to Robinhood of any changes in the information including your name, address, e-mail address, and telephone number.

You authorize Robinhood Financial to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, Robinhood Financial agrees to provide you a copy of any report so obtained. Robinhood may retain this Agreement, the Account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.

You acknowledge that if you attempt to access your Account from a jurisdiction subject to certain U.S. sanctions or if you are ordinarily resident in such a jurisdiction, or if Robinhood believes that you are attempting such access or have become a resident in such a jurisdiction, Robinhood may restrict your Account, and any pending orders may be cancelled. Robinhood is not liable for any Losses, including any trading losses, that you may suffer as a result. If this happens, you should contact [help@robinhood.com](mailto:help@robinhood.com), and you may be asked to provide supplemental information as part of this process. You agree that you will notify Robinhood and close your Account before establishing residency in any jurisdiction subject to U.S. sanctions.

## **6. Applicable Laws and Regulations.**

All transactions in your Account will be subject to all applicable laws. In no event will Robinhood be obligated to effect any transaction or provide any service or take any action that it believes would or might violate or be contrary to any applicable laws.

## **7. Erroneous Distributions.**

You agree to promptly return to Robinhood any assets erroneously distributed to you. In the event that you sell a security prior to its ex-dividend/distribution date, and you receive the related cash/stock dividend or distribution in error, you irrevocably direct Robinhood on your behalf to pay such dividend/distribution to the entitled purchaser of the securities, and guarantee to promptly reimburse Robinhood for, or deliver to Robinhood, said dividend or distribution.

## 8. Market Volatility; Market Orders; Limit Orders; and Queued Orders.

You understand that, whether you place a market or limit order, you will receive the price at which your order is executed in the marketplace, subject to any clarification stated below. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and you may receive partial executions of an order at different prices. You understand that Robinhood Financial is not liable for any price fluctuations. You also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

You understand that Robinhood Financial does not currently support sending traditional market buy orders and that Robinhood Financial collars all market buy orders (other than dollar-based buy orders executed during market hours) by using limit orders priced up to 5% above the last trade price. This is not the case for market sell orders. You further understand that when you send a market buy order through Robinhood Financial's trading system, the trading system generates a limit order up to 5% above the last trade price, and then Robinhood Financial sends the order to an executing broker. You understand that Robinhood Financial's implementation of market buy orders may vary depending on prices of instruments, market conditions, and other factors. You further understand that Robinhood Financial uses the following rounding mechanics with respect to buy orders: the last trade price is (i) multiplied by 1.05; (ii) rounded down to two decimal places if the last trade price is over \$1.00; otherwise, rounded down to four decimal places; and (iii) for securities included in the SEC's Tick Size Pilot Program, rounded down to the nearest \$.05 increment. You understand that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If you place a market order (whether during normal market hours or when the market is closed), you agree to pay or receive the prevailing market price at the time your market order is executed, subject to the specific clarification above relating to buy orders. You understand that the price you pay may be significantly higher or lower than anticipated at the time you placed the order. To avoid buying a security at a higher price and possibly exceeding your purchasing power, you understand your option to enter a limit order. You also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price you specify, and are only good until the end of the trading day in which they are entered. The Website contains further information regarding order types and limitations, which you agree to read and understand before placing such orders.

As a customer of Robinhood Financial, you understand that after the market has closed for the day, you have the ability to place in a queue order requests to be executed the following day upon the opening of the market ("**Queued Order**"). You understand that your Queued Order request is prioritized based on the order in which it is received by Robinhood Financial, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. You further understand that each Queued Order request is sent out per customer and per security as Robinhood Financial market orders (described above), and that they are not aggregated.

A limit order may be "good till cancelled" which means the order remains valid until (A) it is executed; (B) you cancel the order; (C) approximately 90 days from when the order is placed; or (D) the contract to which it relates is closed. You understand that Robinhood will cancel a "good till cancelled" order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the "good till cancelled" order remains valid. You further agree that any "good till cancelled" orders you place should be treated as "do not reduce" orders.

## 9. Bulletin Board/Pink Sheet Stocks.

Bulletin board, pink sheet and other thinly-traded securities (collectively "bulletin board stocks") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. You understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that you may encounter significant delays in executions, reports of executions, and updating of quotations in trading bulletin

board stocks. Robinhood Financial in its sole discretion may require limit orders on certain bulletin board stock transactions.

## **10. Content.**

We may provide or make available to you certain content or information which may include news, articles, commentary, research, links to outside websites, and other information accessible through the Platform (such content or information, "**Content**"). Content may be prepared by third parties and independent external providers not affiliated with Robinhood ("**Providers**"). If we provide or make Content available to you, this does not grant you any rights over or in that Content. You may not and agree that you will not reproduce, sell, market, distribute, or otherwise commercially use the Content in any manner. Robinhood may terminate your access to the Content at any time.

Content is provided or made available to you on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you or your Account, or a recommendation by Robinhood to buy or sell any securities or to engage in any investment strategy. Your use of any Content is at your own risk. We do not make any warranty of any kind, express or implied, regarding the Content or the accuracy, completeness, timeliness, or otherwise of the Content.

Robinhood does not produce or provide first-party research providing specific investment strategies such as buy, sell, or hold recommendations, first-party ratings, or price targets. To the extent any Content is prepared by Robinhood or its associated persons and made available via that Platform or by other means, that Content is intended for informational and educational purposes only and does not constitute either research or a recommendation to enter into any securities transactions or to engage in any investment strategies.

Any views expressed in any third-party Content are not the views of Robinhood. Robinhood is not responsible for any third-party website or anything contained on or connected with any third-party website.

## **11. Restrictions on Trading, Deposits, Withdrawals and Use of Services.**

You understand that Robinhood may at any time, at its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Platform or related services; (ii) restrict your ability to deposit or withdrawal funds, or trade securities in your Account, or (iii) terminate your Account. The closing of your Account will not affect the rights or obligations of either party incurred prior to the date your Account is closed.

Robinhood may restrict your Account from withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if Robinhood receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. You will not hold Robinhood liable for any loss that you may incur due to Robinhood's refusal to permit any deposit, withdrawal or transaction.

In the event of a breach or default by you under this Agreement, Robinhood shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein.

## **12. Waiver; Limitation of Liability; Indemnification.**

You agree that your use of the Platform or any other service provided by Robinhood or its Affiliates is at your sole risk. The Robinhood services (including the Platform, the provision of Market Data, Content, or any other information provided by Robinhood, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties

arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, Robinhood does not warrant that these channels will be available and error free every minute of the day. You agree that Robinhood will not be responsible for temporary interruptions in service due to maintenance, Platform changes, or failures, nor shall Robinhood be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature (including earthquakes and storms), labor disputes and armed conflicts.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT ROBINHOOD, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY THE **"ROBINHOOD PARTIES"**) WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, Robinhood or any of its affiliates or respective partners, officers, directors, employees or agents (collectively, **"Indemnified Parties"**) shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third-party actions related to your receipt and use of any Market Data, Content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iii) any third-party actions related to your use of the Platform; (iv) your or your agent's misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with your Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to you. Further, if you authorize or allow third parties to gain access to Robinhood's services, including your Account, you will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Robinhood does not warrant against loss of use or any direct, indirect or consequential damages or Losses to you caused by your assent, expressed or implied, to a third party accessing your Account or information, including access provided through any other third-party systems or sites. The indemnity provided for in this section shall not be construed as limiting your ability to bring a claim against the Indemnified Parties or receive an award or judgment from Robinhood that you would be entitled to bring or receive under any applicable laws.

You consent to the use of automated systems or service bureaus by Robinhood and its respective affiliates in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively **"Automated Systems"**). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems (collectively, a **"System Failure"**) that could cause substantial damage, expense, or liability to you. You understand and agree that Indemnified Parties will have no liability whatsoever for any of your Losses arising out of or relating to a System Failure.

You also agree that Indemnified Parties will have no responsibility or liability to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their



respective agents or affiliates, of its or their obligations relative to any securities. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits, trading losses and damages)) resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading.

### **13. Exchange Traded Funds.**

You understand that you should consider the investment objectives and unique risk profile of Exchange Traded Funds (“**ETFs**”) carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. You further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. You further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. You understand that you can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review. Additional regulatory guidance on ETFs can be found here.

### **14. Effect of Attachment or Sequestration of Accounts.**

Robinhood shall not be liable for refusing to obey any orders given by or for you with respect to your Account that has or have been subject to an attachment or sequestration in any legal proceeding against you, and Robinhood shall be under no obligation to contest the validity of any such attachment or sequestration.

### **15. Event of Death.**

It is agreed that in the event of your death, the representative of your estate or the survivor or survivors shall immediately give Robinhood written notice thereof, and Robinhood may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as Robinhood may deem advisable to protect Robinhood against any tax, liability, penalty or loss under any present or future laws or otherwise.

Notwithstanding the above, in the event of your death, Robinhood may cancel all open orders, but Robinhood shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Robinhood may in its discretion close out any or all of the Account without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Robinhood for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Robinhood of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect Robinhood's rights under this Agreement to take any action that Robinhood could have taken if you had not died.



## **16. Tax; Tax Reporting; Tax Withholding.**

### **16.1. Tax.**

You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar ("tax") when due in all applicable jurisdictions. You undertake and warrant to Robinhood that you will do so and will comply in full with all applicable tax laws and obligations to which you are subject.

### **16.2. Reporting.**

The proceeds of sale transactions and dividends (and substitute payments in lieu of dividends) paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

### **16.3. U.S. Persons.**

This subsection is applicable if you are a U.S. person. Under penalties of perjury, you certify that the taxpayer identification number that you have provided or will provide to Robinhood (including any taxpayer identification number on any Form W-9 that you have provided or will provide to Robinhood) is your correct taxpayer identification number. You certify that you are not subject to backup withholding and you are a United States Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("U.S. Person"). If a correct Taxpayer Identification Number is not provided Robinhood Financial, you understand you may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by Robinhood Financial. You further understand that if you waive tax withholding and fail to pay sufficient estimated taxes to the IRS, you may be subject to tax penalties.

### **16.4. Non-U.S. Persons.**

This subsection is applicable if you are not a U.S. Person. You certify that you fully understand all the information on any Form W-8BEN that you have submitted or will submit to Robinhood. Under penalties of perjury, you declare that (i) you have examined all the information (including all the information in the English language) on any Form W-8BEN that you have submitted or will submit to Robinhood and (ii) to the best of your knowledge and belief all such information is true, correct, and complete. You authorize Robinhood to provide any such Form W-8BEN to Robinhood Securities or any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you are the beneficial owner. You agree that you will submit a new Form W-8BEN to Robinhood within 30 days if any certification made on any previously submitted Form W-8BEN becomes incorrect. You understand that the IRS does not require your consent to any provisions of such Form W-8BEN other than the certifications required to establish your status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

## **17. Equity Orders and Payment For Order Flow.**

SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders. You understand that Robinhood transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. You further understand that certain of the exchanges or market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices and that while a customer may specify that an order be directed to a particular market center for execution, the order-

routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments or credits received by Robinhood in connection with any specific transactions will be furnished upon written request.

## **18. Fees and Charges.**

You understand that Robinhood does not charge fees or commissions for executing buy and sell orders. However, you understand that other fees may apply. The current fees are included in the fee schedule available on the Platform. You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing fees may change and that change may occur without notice. You agree to be bound by such changes once they are posted in the fee schedule available on the Platform. You also agree to pay all applicable federal, state, local, and foreign taxes, and any fees, costs, or expenses incurred by Robinhood in connection with collection of any unpaid balance due on your Account, including attorney's fees allowed by law.

You authorize Robinhood to automatically debit your Account for any fees, charges or other amounts owed to Robinhood by you, and for any taxes owed by you.

## **19. ACH Transactions.**

### **19.1. Debit Transactions.**

Robinhood will initiate an ACH debit at your request to debit funds from an account that you own at another financial institution ("**External Account**") for deposit into your Account. You understand that in order for Robinhood to initiate an ACH debit, the financial institution holding your External Account must participate in the ACH system. You understand that for the ACH transfers to be established, at least one common name must match exactly between your Account and your External Account. You authorize Robinhood to take such steps as it deems appropriate to verify your ownership of External Account, including by telling the bank at which such External Account is held that you have authorized and consented to such bank disclosing to Robinhood any information that Robinhood may request about you or your External Account. You also agree to cooperate with Robinhood's verification of your ownership of such External Account by promptly providing any identification or other documentation that Robinhood may request regarding such External Account. You represent and warrant that there are sufficient funds in your External Account to cover the amount of the deposit to your Account. Robinhood will initiate the ACH debit to your External Account on the Business Day or next Business Day after you request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by Robinhood by 7:00 p.m. Eastern on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day. "**Business Days**" are Monday through Friday, excluding U.S. federal holidays.

Within 60 days of the date of your ACH deposit, your funds may only be withdrawn to the External Account from which such funds were debited.

You understand that an ACH debit transfer may be reversed or rejected if: (A) there are insufficient funds in your External Account; (B) there is a duplicate transaction; (C) the transaction is denied by the bank holding your External Account; or (D) your External Account does not support ACH transfers. You acknowledge that in the event of an ACH reversal, you will incur a fee. Before initiating making an ACH debit transfer, you agree to check the most recent Robinhood Financial [Fees Schedule](#) available in the Disclosure Library. You agree that you are solely liable and responsible for any ACH reversal fees that you incur.

### **19.2. Credit Transactions.**

Robinhood will initiate an ACH credit at your request to transfer funds from your Account to a recipient that you designate. You agree that you will have sufficient Available Funds in your Account to cover the amount of any ACH credit that you ask Robinhood to initiate. Robinhood will debit the amount of such request from your Account on the Business Day or next Business Day after you request the

transfer. A transfer request will be deemed to have been made on a Business Day if it is received by Robinhood on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

You agree that Robinhood may use any means which Robinhood, in its sole discretion, considers suitable to execute your ACH credit transfers.

## 20. Fractional Shares.

Robinhood may facilitate the holding or trading of a fraction of a share of a security ("fractional shares") in your Account.

You acknowledge and understand that Robinhood rounds all holdings of fractional shares to the sixth decimal place, the value of fractional shares to the nearest cent, and any dividends paid on fractional shares to the nearest cent. You understand that Robinhood will not accept dollar-based purchases or sales of less than \$1.00 and that you will receive proceeds from the sale of any whole or fractional shares rounded to the nearest cent.

You understand that if you enter repeated fractional orders with individual notional values of less than \$0.01, your account may be restricted.

You understand that a vendor employed by Robinhood will aggregate any proxy votes for fractional shares of Robinhood's customers with all votes reported to the issuer or issuer's designated vote tabulator and that, while Robinhood's vendor will report such proxy votes on fractional shares, the issuer or tabulator may not fully count such votes.

You understand that Robinhood will execute all orders that include fractional shares ("**Fractional Orders**") on a principal basis. To the extent that Robinhood must purchase or sell shares in the market to fulfill any part of your Fractional Order, the fractional component of that order will be fulfilled at the execution price Robinhood received for the corresponding whole shares. To the extent that Robinhood fulfills your Fractional Order for national exchange-listed securities ("**NMS Securities**") entirely out of its inventory and without purchasing or selling shares in the market ("**Inventory Fulfillment**"), Robinhood will endeavor to price such shares or fractional shares at a price between the National Best Bid and Offer ("**NBBO**") at the time of the order for orders made during market hours, or, for such orders made during extended hours trading (9:00-9:30 a.m. and 4:00-6:00 p.m. Eastern), Robinhood will endeavor to price such orders between the best bid and offer at the time of the order, as reported by an external vendor ("**Vendor BBO**"). For Inventory Fulfillment of Fractional Orders for securities not listed on a national exchange ("**Non-NMS Securities**") made during market hours as well as extended hours trading, Robinhood will endeavor to price such orders between Vendor BBO.

All fractional orders placed outside market hours and extended hours trading are queued and fulfilled at or near market open. To the extent that you trade outside of market hours, these trades are subject to Robinhood's [Extended Hours Trading Disclosure](#).

You understand Robinhood only accepts market orders for fractional shares at this time and does not permit limit orders for fractional shares. You understand that fractional shares within your Account (i) are unrecognized, unmarketable, and illiquid outside the Robinhood platform, (ii) are not transferrable in-kind, and (iii) may only be liquidated and the proceeds transferred out via a wire transfer. You acknowledge that, subject to applicable requirements, Robinhood may report holdings and transactions in your Account in terms of either U.S. Dollars, shares, or both.

Because fractional share positions cannot be transferred, reorganized, or issued in certificate form, your partial interest will be liquidated, without commission charges to you, at prevailing market prices in the event your Account is transferred or closed, the stock is reorganized, or stock certificates are ordered out of your Account. The timing of such liquidations will be at the discretion of Robinhood.

## 21. Dividend Reinvestment Program.

Except as expressly stated otherwise, the provisions of this Section will only apply if you are enrolled in Robinhood's Dividend Reinvestment Program ("**DRIP**"). Your enrollment in the DRIP will be activated within three Business Days after you notify Robinhood of your intention to enroll an eligible security through the App. "**Eligible Security**" means all shares available for fractional investing through Robinhood. You understand that in order to be eligible for dividend reinvestment, the securities must be held in your Account.

You may specify individual securities or have all Eligible Securities in your Account enrolled for dividend reinvestment. If you choose to reinvest dividends from all Eligible securities, you understand that individual securities could subsequently no longer be Eligible Securities at Robinhood's discretion or under applicable law. In those cases, only those securities will be discontinued from the DRIP. If you specify individual securities, you may add additional Eligible Securities to the DRIP at any time if you hold a position in those securities. Enrollment with respect to these additional Eligible Securities will be effective within three Business Days after Robinhood receives notification from you through the App. If you maintain open orders for securities you do not already hold, you may not enroll those securities for dividend reinvestment until your open orders are executed. If your entire Account is set up for dividend reinvestment, any Eligible Securities you purchase in the future will automatically participate in the DRIP.

All eligible cash distributions will be reinvested on all securities you have selected in the DRIP, provided that you owned the securities on the record date for determining shareholders eligible to receive dividends, and continue to hold the securities through payable date. "Eligible cash distributions" means most cash distributions, including regular and optional dividends, cash-in-lieu payments, and capital gains distributions. Special dividends, late ex-date, liquidation, and miscellaneous payments may not be eligible distributions. Optional dividends will be processed in accordance with dividend reinvestment instructions. If you have a margin account, Robinhood is permitted to borrow a dividend paying stock in the normal course of business and, as a result, in such situations instead of a dividend payment you may receive a cash in lieu payment. If you receive a cash in lieu payment, you authorize Robinhood to treat such payment as if it was not "in lieu" and reinvest it accordingly.

Robinhood will credit your Account upon completion of the dividend reinvestment. Robinhood will reinvest dividends on the Business Day following receipt of funds. In the rare instance in which Robinhood is unable to reinvest all dividends on the Business Day following receipt, it will reinvest the remaining funds as soon as reasonably possible thereafter, which may take up to five Business Days. You will not have use of the funds prior to reinvestment.

You understand that your participation in the DRIP is voluntary and that Robinhood has not made any recommendation that you should participate. You further understand that Robinhood is not recommending or offering any advice regarding the purchase of any security included as an Eligible Security in the DRIP. You further understand that dividend reinvestment does not assure profits on your investments, nor does it protect against losses in declining markets.

You may terminate your participation in the DRIP, or the enrollment of individual securities in the DRIP, at any time by giving notice through the Platform. Termination will take effect prior to the next Eligible cash distribution provided your notice to terminate was received at least three Business Days prior to the record date of that distribution. You understand that your notice to terminate your participation in the DRIP will not affect any obligations that may result from transactions initiated prior to Robinhood's receipt and processing of your notice.

If you participate in the DRIP, you understand Robinhood will reinvest the dividends of a particular stock at or near the opening price on the trading day following receipt of the dividend. Robinhood will combine Eligible cash distributions from your Account with those from other Robinhood clients requesting dividend reinvestment in the same security and use these combined funds to purchase securities on your behalf and on behalf of these other clients. If the combined reinvested funds do not total the purchase price of at least one share, the distribution will be invested in fractional shares. On that same day, Robinhood will credit your Account with that number of shares, including fractional

shares, equal to your Eligible cash distribution divided by the purchase price per share. Robinhood does not intend to charge a fee for transactions executed pursuant to the DRIP.

Dividend reinvestment may result in your owning interests in fractional shares of a security. You will be entitled to receive future dividend payments on your fractional shares, although other corporate actions may result in allocation of only whole shares and cash in lieu of fractions as determined by the issuer. In mandatory corporate reorganizations, your partial interest will be handled according to the specific terms of the reorganization. In voluntary corporate reorganizations, Robinhood will act on your instructions with respect only to your whole shares.

Because fractional share positions cannot be transferred, reorganized, or issued in certificate form, your partial interest will be liquidated, without commission charges to you, at prevailing market prices in the event your Account is transferred or closed, the stock is reorganized, or stock certificates are ordered out of your Account. The timing of such liquidations will be at the discretion of Robinhood.

Reinvestment of dividends may result in your owning a fractional share position in securities that are callable in part. In the event of a call, fractional shares to be called will be determined through a random selection process. The probability of your fractional share holdings being called will be proportional to the holdings of all Robinhood clients who own a fractional share position in that security. Prior to the publication date of such a call, you have the right to withdraw from your Account cash in lieu of your uncalled, fully paid partial holdings. Once a call is announced, however, all shares, whether registered or held in street name, participate in the random selection process. If your fractional shares are selected and you no longer hold the shares that you held on the publication date of the call, you will be responsible for covering those shares.

## 22. Recurring Investments

Except as expressly stated otherwise, the provisions of this Section will only apply if you are enrolled in Robinhood's Recurring Investments ("RI"). As it relates to this Section, "**Recurring Eligible Security**" means all shares available for fractional investing through Robinhood that Robinhood supports for Recurring Investments.

Robinhood will process RI orders on the schedule that you choose for a Recurring Eligible Security. If Robinhood is unable to process an RI order on the specified day, it will process the order as soon as reasonably possible thereafter, which may take up to five Business Days. If your RI order falls on a day that the market is closed, like a weekend or holiday, it will be scheduled for the next trading day. On partial market holidays, recurring orders will process earlier in the day to accommodate for the early market close.

You understand that your participation in RI is voluntary and that Robinhood has not made any recommendation that you should participate. You further understand that Robinhood is not recommending or offering any advice regarding the purchase of any security included as a Recurring Eligible Security in RI. You further understand that recurring investment does not assure profits on your investments, nor does it protect against losses in declining markets.

You may delete your recurring investments at any time by giving notice through the Platform. Deleting a recurring investment will take effect prior to the next scheduled RI order, unless the request to delete is made fewer than 2 business days prior to the next recurring investment, in which case the request to delete will take effect prior to the following RI order. If the Platform makes this option available, you may also pause or skip a specific RI order. You understand that your notice to delete recurring investments will not affect any obligations that may result from transactions initiated prior to Robinhood's receipt and processing of your notice.

If you participate in RI, you understand Robinhood will place an order in the amount specified. RI orders will typically be processed between 12:00 PM ET and market close on the scheduled date. Robinhood may combine RI orders from your Account with those from other Robinhood customers requesting recurring investments in the same security and use these combined funds to purchase securities on your behalf and on behalf of these other customers. If the combined investing funds do not total the purchase price of at least one share, the funds will be invested in fractional shares. On



that same day, Robinhood will credit your Account with that number of shares, including fractional shares, equal to your recurring investment divided by the purchase price per share.

RI orders may result in your owning interests in fractional shares of a security. You will be entitled to receive future dividend payments on your fractional shares, although other corporate actions may result in allocation of only whole shares and cash in lieu of fractions as determined by the issuer. In mandatory corporate reorganizations, your partial interest will be handled according to the specific terms of the reorganization. In voluntary corporate reorganizations, Robinhood will act on your instructions with respect only to your whole shares.

Because fractional share positions cannot be transferred, reorganized, or issued in certificate form, your partial interest will be liquidated, without commission charges to you, at prevailing market prices in the event your Account is transferred or closed, the stock is reorganized, or stock certificates are ordered out of your Account. The timing of such liquidations will be at the discretion of Robinhood.

Recurring investments may result in you owning a fractional share position in securities that are callable in part. In the event of a call, fractional shares to be called will be determined through a random selection process. The probability of your fractional share holdings being called will be proportional to the holdings of all Robinhood customers who own a fractional share position in that security. Prior to the publication date of such a call, you have the right to withdraw from your Account cash in lieu of your uncalled, fully paid partial holdings. Once a call is announced, however, all shares, whether registered or held in street name, participate in the random selection process. If your fractional shares are selected and you no longer hold the shares that you held on the publication date of the call, you will be responsible for covering those shares.

## **23. Disclosure of Information.**

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the Robinhood Privacy Policy (available in the Disclosure Library), as applicable. You agree that your consent to sharing certain types of non-public personal information will remain in effect until you revoke such consent by updating your settings.

In addition, you understand and agree that Robinhood may disclose information about your Account and your related activities to third parties under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) to investigate any complaint, disputed transaction, transaction inquiry, or request you make or as necessary to investigate potential fraud, money laundering, or other misuse related to your Account; (iii) to respond to requests from credit bureaus, creditors, or other third parties for account-related information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) as necessary to comply with any applicable law, regulation, government, or court order or subpoena; or (v) in accordance with your written permission or as otherwise permitted under the Robinhood Privacy Policy.

## **24. Deposits.**

### **24.1. General; Holds.**

You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods, which are described in the RHF Funds Availability schedule available in the Disclosure Library. You understand and agree that Robinhood reserves the right to modify the RHF Funds Availability schedule at any time by posting an updated schedule in the Disclosure Library or otherwise providing notice to you. During the applicable hold period, your funds will not be available for Payments, withdrawal, or the settling of securities transactions, in each case as described in the RHF Funds Availability schedule. You further understand and agree that Robinhood reserves the right to further delay making deposited funds available for periods longer than the hold periods specified in the RHF Funds Availability schedule to the extent Robinhood determines that additional time is needed to verify information about the item deposited or the sender or if Robinhood otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.



#### **24.2. Mistaken Deposits.**

If funds are deposited or transferred into your Account by mistake or otherwise, you agree that Robinhood may correct the situation and deduct any interest paid by Participating Depository Institutions (as such term is defined in Section 26), if applicable, without prior notice to you.

#### **24.3. Returned Funds.**

You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, Robinhood may charge the transfer and interest paid by Participating Depository Institutions, if applicable, against your Account, without prior notice to you.

### **25. Electronic Fund Transfers.**

You understand that your Account may be eligible for a variety of EFTs, which may be subject to separate agreements, terms, and conditions. These services may include use of the Card and the "Move Money" functionality of the Platform. You understand that you may be required to agree to separate terms and conditions governing the particular service you use to initiate EFTs. In addition, you understand and agree that your use of EFT services is subject to the disclosures set forth in The Electronic Fund Transfer Disclosures Addendum located at the end of this Agreement, and acknowledge that you have received and reviewed such disclosures.

### **26. Cash Management Services.**

Except as expressly stated otherwise, the provisions of this Section will only apply if you are enrolled in Robinhood Financial Cash Management ("**Cash Management**").

#### **26.1. General.**

You understand and agree that by enrolling in Cash Management, you may apply for a Robinhood-branded debit card issued by the bank identified in your Robinhood Debit Card Agreement ("**Card**"). You further understand and agree that by using your Card, exercising your electronic fund transfer ("**EFT**") privileges offered in connection with your Account, or by successfully completing a request using Pay by Check, you authorize Robinhood to debit your Account immediately whenever an electronic draft or Card transaction is presented for payment on your behalf, when an EFT transaction is effected, when a Pay by Check request is successfully completed on your Account or when any fee or charge is due (collectively "**Payment**" or "**Payments**"). You further understand and agree that when you request a Payment or withdrawal or instruct Robinhood to make a purchase of securities from your Account, Robinhood is authorized to place a block on the amount of the transaction ("**Blocked Amounts**") prior to the settlement date of the Payment, withdrawal or trade, and that the Blocked Amounts will not be available for use for additional Payments or the purchase of securities. You agree to maintain Available Funds sufficient to pay for Payments made by you or any Authorized Card User (as defined below) and to pay for any securities trades and for interest on any margin loans and other transaction fees. For this purpose, "Available Funds" in your Account will fluctuate daily and means the sum of (i) free credit balances, (ii) deposits to Participating Depository Institutions through the Sweep Service, and (iii) available margin loan value if your Account has margin privileges, minus (x) uncleared funds, (y) Blocked Amounts, and (z) deposits subject to a hold. The loan value of eligible securities (for the purpose of margin) is subject to regulatory requirements and Robinhood credit policies then in effect.

#### **26.2. Payments and Withdrawals.**

You agree that any Payments that you make from your Account will be lawful. You agree that Payments will be deducted from the Available Funds in your Account in the following order: first, from

free credit balances; second, by withdrawal of funds deposited to Participating Depository Institutions as part of the Sweep Service; and third, if your Account has margin privileges, from margin loans on the eligible securities (for the purpose of margin) in your margin Account. Robinhood will debit your Account only up to an amount equal to the Available Funds. You understand and agree that (i) if there are insufficient Available Funds in your Account to cover Payments when they become due, Robinhood has no obligation to make such Payments, and (ii) Robinhood has no obligation to make partial Payments. Robinhood will not charge a fee with respect to any declined Payment for which there were insufficient Available Funds. You acknowledge and agree, however, that Robinhood will not be responsible for any costs or losses that you may incur (including fees, costs, charges, attorneys' fees, investment losses, claims, demands, or liability resulting from any litigation or other actions) as a result of Robinhood's decision to decline any Payment or withdrawal or other transaction because your Account has insufficient Available Funds.

You understand that if a Payment is funded by a margin loan, you will incur interest until the margin loan is repaid.

You agree that if your Available Funds at any time falls below zero, Robinhood may suspend your ability to make Payments and terminate your Card. If this occurs, you agree to immediately pay all amounts owed to Robinhood, including any purchases on your Card which will be immediately charged to your Account.

You acknowledge and agree that Robinhood reserves the right to decline any Payments at any time for any reason with or without notice to you. If Robinhood decides to take such action, you understand and agree that you are responsible for any pending debits, which will be processed and deducted from your Account.

You understand that transactions will post to your Account in any order determined by Robinhood and that Robinhood may change that order without prior notice to you. Robinhood will comply with requirements of applicable law regarding the order of posting transactions.

### **26.3. Limitation of Liability.**

You agree that, subject to any limitations imposed by applicable law, and except as otherwise set forth in this Agreement or in the disclosures contained in the Robinhood Debit Card Agreement, which has been provided to you or made available to you in connection with the opening of your Account, Robinhood, Robinhood's agents, any processing bank, and the Card issuer will not be liable for any loss you incur in connection with your Account and any Payments or other features of your Account unless Robinhood is grossly negligent in fulfilling this Agreement. In no event will Robinhood, Robinhood's agents, any processing bank, or the Card issuer be liable for consequential, special or indirect damages or losses unless applicable law requires otherwise. You also agree that liability regarding online services or use of the Platform is further limited by the Robinhood Terms and Conditions, available in the Disclosure Library. To the extent you utilize online services or the Platform, you acknowledge that you are bound by such Robinhood Terms and Conditions.

### **26.4. Debit Cards.**

You understand and agree that your use of the Card is subject to the terms, conditions, and disclosures set forth in the Robinhood Debit Card Agreement, which has been provided to you in connection with the opening of your Account and which you may access on the Website.

You understand and agree that you cannot request a Card for another person to use. You agree, however, that if you permit another person to have access to use your Card or Card number (an "**Authorized Card User**"), you are authorizing all Card transactions by such person and you agree that there are no limits to your authorization. You accept all liability with respect to the Card transactions effected by you and any Authorized Card Users. You further agree that you may terminate the authority of an Authorized Card User only by contacting [help@robinhood.com](mailto:help@robinhood.com), to cancel your Card. You agree that the cancellation of your Card is effective only after Robinhood has a reasonable period to act on your notice.

If your Card is cancelled, you agree to destroy, or if requested by Robinhood, return the Card to Robinhood. You acknowledge that you will be responsible for any Card transactions that are processed because of your failure to destroy or return the Card following cancellation.

If your Account includes margin privileges, you agree that transactions that exceed your free credit balances and deposits in the Sweep Service may result in margin credit being extended to your Account, for which you will be charged interest. You agree to review the Margin Disclosure Statement, which is available in the Disclosure Library.

#### **26.5. Free Credit Balances and Cash Sweep**

If you enroll in Cash Management, you understand that you are electing to participate in the Insured Network Deposit (“IND”) sweep service (the “**Sweep Service**”). Under the Sweep Service, free credit balances in your Account will be deposited into interest-bearing accounts at one or more banks (“**Participating Depository Institutions**”), in accordance with the Insured Network Deposit Sweep Program Disclosures (“**IND Disclosures**”) available in the Disclosure Library and on the Platform. By enrolling in Cash Management, you represent and warrant that you have reviewed the IND Disclosures and agree to the terms set forth in the IND Disclosures. If you are not enrolled in Cash Management, free credit balances in your Account will remain in your Account, will not earn interest and will not be eligible for FDIC insurance, but will be eligible for SIPC protection as described in the IND Disclosures.

#### **26.6. Security.**

You agree to protect your Card, PINs, and Account username and password from access by anyone not authorized by you to use them. You acknowledge that you will be liable for all Card and online transactions conducted by anyone to whom you have given access or who has obtained access even if not authorized by you, up to applicable legal limits. You understand that you are responsible for reviewing your Account statement promptly to discover and report unauthorized activity, including use of your Card, PIN, Account username and password. You agree to notify Robinhood as provided in The Electronic Fund Transfer Disclosures Addendum (located at the end of this Agreement) if you believe or have reason to believe that there has been unauthorized activity in your Account or that your Card, PIN, Account username or password has been lost, stolen or may be used by an unauthorized person. Unless limited by law or as otherwise set forth in this Agreement or in the disclosures contained in Robinhood Debit Card Agreement, which is provided to you as part of the Account opening process and is available on the Website, you agree that you will be responsible for losses that arise from your failure to (i) safeguard your Card, PINs, Account username and password; (ii) review your monthly statement for possible unauthorized activity; and (iii) report any unauthorized activity to Robinhood as provided herein or in the Robinhood Debit Card Agreement.

#### **26.7. No Illegal Purpose.**

You agree and understand that you may not use your debit card or any Payments on your Account for any illegal purpose. You agree and understand that Robinhood may, in its discretion, deny any transactions that appear to be made for an illegal purpose.

#### **26.8. Pay by Check.**

You agree and understand that if you try to stop payment on a check after it has been mailed to the payee, Robinhood will attempt to but cannot guarantee that payment on the check will be stopped. You understand that a stop payment order on a check is valid for six months. You understand that if you wish to renew a stop payment on a check after the six-month period, you must contact Robinhood to request another stop payment. You agree and understand that you may still be liable to the holder of the check even if you have requested a stop payment for the amount of the check. You agree and understand that Robinhood may deduct your Account for the amount on the check if the stop payment request is unsuccessful.

## **26.9. Termination.**

You understand that Robinhood may terminate your participation in Cash Management or in specific features of Cash Management for any reason, upon notice to you.

## **27. Consent to Redeem Shares.**

You understand and agree that whenever it is necessary for Robinhood's protection or to satisfy a margin call, deficiency, debit or other obligation owed to Robinhood, Robinhood may (but is not required to) sell, assign and deliver all or any part of the securities in your Account, or close any or all transactions in your Account. You understand that Robinhood may, but is not obligated to, attempt to contact you before taking any such action. You understand and agree that Robinhood reserves the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption, and that any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice.

You further understand that Robinhood may choose which securities to buy or sell, which transactions to close, and the sequence and timing of liquidation, and may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that Robinhood chooses in the exercise of its business judgment. You agree not to hold Robinhood liable for the choice of which securities to buy or sell or of which transactions to close or for the timing or manner of the liquidation. You also agree not to hold Robinhood liable for taking such action.

You understand and agree that Robinhood is entitled to exercise the rights described in this Section in its sole discretion, including, but not limited to, whenever any of the following occurs:

- The equity level in your Account falls below required minimums;
- Sufficient funds or securities are not deposited to pay for transactions in your Account;
- You reverse any ACH debit transfer to your Account;
- A petition of bankruptcy or for the appointment of a receiver is filed by or against you;
- An attachment is levied against your Account;
- You die or become incapacitated or incompetent; or
- Your Account is closed.

## **28. API.**

### **28.1. Overview; Definitions.**

Robinhood may, in Robinhood's sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "**API Package**") (such third parties, "**API Licensees**"), to make available certain features and functionality of Robinhood's mobile applications, websites, or technology platform via the API Licensees' products (such products, the "**Licensee Products**"). The API Package and the Licensee Products are collectively referred to as the "**API Products**". You may not use the API Package or develop Licensee Products without Robinhood's express written consent (and Robinhood may decline any such request for use or development in its sole discretion).

### **28.2. Access to Your Personal Information.**

Through your use of any API Products, you may be providing API Licensees with access to your Account and Personal Information. "**Personal Information**" means any information that identifies, describes, or is capable of being associated with an individual (including username, logon password, financial information, trade data, and other financial information). By using any API Products, you acknowledge that such API Products may employ security, policies, procedures, and systems of API Licensees which may or may not be less stringent and secure than Robinhood's. You agree that your use of any API Products shall be subject to this Agreement, in addition to any other agreements which you executed with respect to any such API Products. You understand and agree that any end user agreement that you executed with any API Licensee is concluded between you and such API

Licensee only, and not with Robinhood; and such API Licensee, not Robinhood, is solely responsible for such Licensee Product and the content thereof. You understand and agree that the API Products may deliver Personal Information to Robinhood, and that Robinhood is authorized to receive and store such Personal Information consistent with Robinhood's then-in-effect policies and procedures. Further, you agree that the API Products may request Personal Information stored by Robinhood, and you consent to Robinhood's disclosure of such Personal Information to the API Products.

### **28.3. No Recommendations.**

To the extent the Licensee Products or API Licensees express opinions or make recommendations, you understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of Robinhood. The existence of any API Products and Robinhood's consent to any connectivity between any Licensee Products and Robinhood's technology, the Platform, or trading platform(s) does not constitute (i) any recommendation by Robinhood to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by Robinhood as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute Robinhood's endorsement of API Licensees or the Licensee Products.

### **28.4. Data Provided by Robinhood to API.**

From time to time, and subject to then-in-effect agreements between Robinhood and API Licensees, Robinhood may, in its own discretion, make market data feeds received from third parties available via the API Products. Robinhood does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to you market data feeds independent of Robinhood. You acknowledge that from time to time that there may be discrepancy between the market data presented on the Platform and information provided by any API Products due to a variety of reasons, including the time to update and transmit such data to a mobile application or website and latency caused by such API Product's or your local environment (such as computer set up, connection speed, etc.). Robinhood is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

### **28.5. Risks; No Liability.**

You acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by Robinhood. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by Robinhood (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to Robinhood are subject to order vetting by Robinhood. Orders created and submitted through any API Products are not vetted until they are received by Robinhood. It is possible that Robinhood may reject an order placed through any API Products. Robinhood cannot guarantee that any order will be accepted when such order is routed to the market for execution, and Robinhood cannot guarantee that notifications and Personal Information provided to you by Robinhood will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, you agree that:

- (a) Robinhood or its Affiliates shall not be liable for any Losses as a result of any issues addressed in this Section, nor shall Robinhood or its Affiliates be liable for any Losses realized for technical issues involving any API Products or API Licensee technology or product offerings (including system outages or downtime).
- (b) Robinhood or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.
- (c) Robinhood or its Affiliates makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or any API Products.



## **28.6. Intellectual Property.**

Your use of any API Products will not confer to you any title, ownership interest, or intellectual property rights that otherwise belongs to Robinhood or any of its affiliates. The API Package, including content, is protected under U.S. patent, copyright laws, international treaties or conventions, and other laws and will remain Robinhood's exclusive property, as applicable. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to Robinhood or any of its Affiliates or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by Robinhood or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle you to use any such name or mark in any manner.

## **28.7. Customer API Representations and Warranties.**

You represent and warrant that:

- (a) By virtue of utilizing any API Products, you consent to and accept any risk associated with Robinhood's sharing of Personal Information with any API Licensee and shall not hold Robinhood, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.
- (b) You agree that your use of any API Products or API Licensee's content, information, technology, or functionality is at your own risk.
- (c) You agree that Robinhood may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to you.

## **29. Electronic Signatures; Modifications to the Agreement.**

You agree to transact business with Robinhood electronically. By electronically signing an application for an Account, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Robinhood's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that Robinhood may modify this Agreement from time to time and you agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Robinhood's electronically stored copy of the Agreement.

## **30. Margin Accounts; Margin.**

This Section applies to your Account to the extent you elect and are approved for a margin account, which includes a Robinhood Instant or a Robinhood Gold margin account (each, a "**Margin Account**").

### **30.1. Margin**

Any margin extended to you in connection with your Account is provided by Robinhood Securities.

You understand that you are liable for the full amount of funds borrowed in your Margin Account and will be liable to repay this amount in full on demand.

### **30.2. Margin Risks.**

Margin Accounts – whether Robinhood Instant or Robinhood Gold – are not necessarily appropriate for everyone. Nothing in this Agreement, any application, or any communication or other statement by



Robinhood or its Representatives constitutes any form of recommendation to open a Margin Account or make any specific investment or strategy.

You understand that margin trading involves interest charges and risks, including the potential to lose more than deposited or the need to deposit additional collateral in a falling market. Before applying for a Margin Account and before using margin, you must determine whether this type of account or trading strategy is right for you given your specific investment objectives, experience, risk tolerance, and financial situation.

**If you have, or have applied or elected to have, a Margin Account, you represent that you have read and understand the [Margin Disclosure Statement](#), [Day Trading Risk Disclosure](#), and [FINRA Investor Information](#) and that you fully understand the risks involved in borrowing margin and trading securities on margin. These disclosures contain information on Robinhood's lending policies, interest charges, and certain risks associated with Margin Accounts.**

### **30.3. Hypothecation.**

Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by Robinhood, or carried by Robinhood in any account for you (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as payments received in lieu of dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than the rate of taxation on qualified dividends. It is understood, however, that you agree to deliver to you upon your demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by you originally. Any securities in your margin or short account may be borrowed by you, or lent to others.

### **30.4. Interest.**

Debit balances in your Account shall be charged with interest in accordance with your established custom, as disclosed to you in the [Margin Disclosure Statement](#) (available in the Disclosure Library) pursuant to the provisions of the Securities Exchange Act.

### **30.5. Margin.**

You agree to maintain in your Account with Robinhood such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. You agree to promptly satisfy all margin and maintenance calls.

### **30.6. Breach; Security Interest**

Whenever in its discretion Robinhood Securities considers it necessary for Robinhood's or your protection or in the event of, but not limited to; (i) any breach by you of this or any other agreement with Robinhood or its Affiliates or (ii) your failure to pay for securities and other property purchased or to deliver securities and other property sold, Robinhood Securities may sell any or all securities and other Property held in any of your Accounts or accounts held with any of our Affiliates (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other Property, or borrow or buy any securities and other Property required to make delivery against any sale, including a short sale, effected for you, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which you expressly waive, and Robinhood Securities may require you to deposit cash or adequate collateral to your Account prior to any settlement date in order to assure the performance or payment of any open contractual commitments or unsettled transactions. Robinhood has the right to refuse to execute securities transactions for you at any time and for any reason.

Any and all securities and other Property now or hereafter held, carried or maintained by Robinhood in or for any of your Accounts(either individually or jointly with others), now or hereafter opened, including any accounts in which you may have an interest, shall be subject to a first and prior lien and security interest for the discharge of all of your Obligations to Robinhood, whenever or however arising and without regard to whether or not Robinhood have made advances with respect to such securities and other Property, and Robinhood Securities is hereby authorized to sell or purchase any and all securities and other Property in any of your Accounts, or to transfer any such securities and other Property among any of your Accounts, to the fullest extent allowed by law and without notice where allowed by law. Robinhood shall have the right to transfer securities and other Property so held by Robinhood from or to any other of your Accounts whenever Robinhood so determines.

### **30.7. Liquidation**

In the event of your death, or in the event the margin in any account in which you have an interest shall in either Robinhood Securities' or Robinhood Financial's discretion become unsatisfactory or be deemed insufficient, Robinhood is hereby authorized; (a) to sell any or all securities or other Property which Robinhood may hold for you (either individually or jointly with others); (b) to buy any or all securities and other Property which may be short in such accounts; or (c) to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of Robinhood's rights provided herein. Robinhood Securities may likewise accept and rely upon instructions which Robinhood Securities receives from Robinhood Financial to take, make, or effect any of the aforementioned actions or transactions. Robinhood Securities shall have the discretion to determine which securities and other Property are to be sold and which orders or contracts are to be closed. Any such sales or purchases may be made at Robinhood's discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and Robinhood Securities may be the purchaser for its own account.

### **30.8. Payment of Indebtedness Upon Demand.**

You shall at all times be liable for the payment upon demand of any Obligations owing from you to Robinhood, and you shall be liable to Robinhood for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in this Section or otherwise), in whole or in part, by Robinhood or by you; and you shall make payment of such Obligations upon demand.

### **30.9. Sales/Short Sales.**

You promise to deliver all securities sold in your Account and to provide collateral of a type and amount acceptable to Robinhood for all short sales in your Account. Robinhood requires that a security be held in your Account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a "short sale." If a security is not held in your Account and a sell order is processed, you must promptly deliver such security to Robinhood for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in your Account will be subject, at Robinhood's sole discretion, to cancellation or buy-in. To ensure this will not occur, you agree to only place sell orders for securities owned by you and held in your Account at the time your order is placed.

Proceeds of a sale will not be paid to you or released into your Account until Robinhood has received the security in good deliverable form, whether from a transfer agent or from you and the settlement of the security is complete. If the security is not received on or before settlement date, or as market conditions warrant, Robinhood may in its sole discretion purchase the security on the open market for your Account and may liquidate and close out any and all securities in your Account in order to pay for such purchase. In the event a security is bought in, you will be responsible for all resulting Losses incurred by Robinhood.

You understand that you may execute short sales only in a margin Account and that such execution must comply with applicable short sales rules. You agree to specifically designate any order to sell a security, which you do not own as a short sale, and understand that Robinhood will mark such order as a short sale. You agree that any order which is not specifically designated as a short sale is a sale

of securities owned by you, and that you will deliver the securities on or before settlement date, if not already in the account. If you should fail to make such delivery in the time required, Robinhood is authorized to borrow such securities as necessary to make delivery for the sale, and you agree to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.

### **30.10. Costs of Collection**

Without limitation to any other indemnities in this Agreement, all Losses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by Robinhood in the (i) collection of a debit balance or any unpaid deficiency in any of your Accounts with Robinhood or (ii) defense of any matter arising out of your securities transactions, shall be payable to Robinhood by you.

### **30.11. Pattern Day Trader**

Robinhood Financial will monitor trading activities and alert or restrict those customers at risk of qualifying as "pattern day traders." A pattern day trader, as defined under FINRA Rule 4210(f)(8)(B), is any customer who executes four or more day trades within five Business Days, provided the number of day trades is more than six percent of the total trades in the account during that period. All Accounts designated as a pattern day trading accounts will be required to maintain \$25,000 equity at all times in order to continue day trading. It is important that you fully understand the risks involved in day trading securities, as described in the Day Trading Risk Disclosure.

## **31. Extended Trading Hours**

In certain circumstances, you may be able to engage in extended hours trading, meaning outside of the regular trading hours of 9:30 a.m. and 4:00 p.m. Eastern. This ability may be limited to certain account types or other eligibility criteria, and the order types available for extended hours trading may be limited. You may not execute extended hours trades in an IPO on its first day of trading. There are unique risks to extended hours trading and by participating in this type of trading, you are deemed to understand and agree to accept such risks, including those set out in the [Extended Hours Trading Disclosure](#) available in the Disclosure Library.

## **32. Electronic Delivery of Trade and Account Information; Notice.**

All communications, notices, legal disclosures, and other materials related to your Account or this Agreement, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding your Account (the "**Communications**"), or an alert that any such Communication has been posted to the secure section of the Platform, and is available for viewing, may be sent to you at the mailing address for your Account or the e-mail address that you have given to Robinhood in your Account application or at such other address as you may hereafter give Robinhood in writing or by e-mail at least ten days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to you personally, whether actually received or not.

## **33. Phone Calls.**

You agree that, by providing information Robinhood requests, opening or applying to open, or maintaining an Account, or by downloading any App, Robinhood and its third-party service providers may contact you either (i) via mail, phone, or email, or other details you have provided, or (ii) via any other form of electronic or other communications facility available via the Platform or a third party service provider such as "chat", "voice", or messaging functionality.

Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you

consent to receive calls (including text messages) made to that phone number that may be prerecorded or completed with an automatic telephone dialing system (automated calls) for purposes including but not limited to providing account-related communications (including security alerts), investigating or preventing fraud, or collecting amounts owed to Robinhood. We may share your number with third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors. You understand that message, telephone minute and data rates may apply for calls made to a mobile phone number. You may opt out at any time from receiving these types of calls orally or in writing to [limitsharing@robinhood.com](mailto:limitsharing@robinhood.com). Please note, even if you opt out, we may still make other calls as permitted by law.

### **34. Consent to Electronic Delivery of Documents.**

#### **34.1. Consent.**

**By agreeing to electronic delivery, you are giving your informed consent to electronic delivery of all Account Documents, as defined below, other than those you have specifically requested to be delivered in paper form. "Account Documents"** include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding your Account, this Agreement (including amendments to this Agreement), and the agreements and disclosures governing the services delivered or provided to you by Robinhood Financial, the issuers of the securities or other property in which you invest, and any other parties. You agree that you can access, view, download, save, and print any Account Documents you receive via electronic delivery for your records.

#### **34.2. Electronic Delivery System.**

You acknowledge that Robinhood's primary methods of communication with you include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to your email address of record, and, to the extent required by law, (D) providing you with notice(s) that will direct you to the Platform where you can read and print such information. Unless otherwise required by law, Robinhood reserves the right to post Account Documents on the Website without providing notice to you. Further, Robinhood reserves the right to send Account Documents to your postal or email address of record, or via the Platform. You agree that all Account Documents provided to you in any of the foregoing manners is considered delivered to you personally when sent or posted by Robinhood, whether you receive it or not.

All email notifications regarding Account Documents will be sent to your e-mail address of record. You agree to maintain the e-mail address that you have provided Robinhood until you provide Robinhood with a new one. You understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is your sole responsibility to ensure that any emails from Robinhood or its Affiliates are not marked as SPAM. Regardless of whether or not you receive an email notification, you agree to check the Website regularly to avoid missing any information, including amendments or supplements to this Agreement, or time-sensitive or otherwise important communication. If you authorize someone else to access the email account you have provided Robinhood, you agree to tell them to share the Account Documents with you promptly, and you accept the risk that they will see your sensitive information. You understand that if you use a work email address or computing or communications device, your employer or other employees may have access to the Account Documents.

Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold Robinhood, its Affiliates, and Robinhood and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all Account Documents when they are delivered and notify Robinhood Financial in writing within five days of delivery if you object to the information provided (or

other such time specified herein). If you fail to object in writing within such time, Robinhood is entitled to treat such information as accurate and conclusive. You will contact Robinhood to report any problems with accessing the Account Documents.

### **34.3. Costs.**

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. Robinhood Financial will not charge you additional online access fees for receiving electronic delivery of Account Documents.

### **34.4. Archival.**

Upon your request, you may obtain copies of up to six prior years of account statements, and three prior years of trade confirmations.

### **34.5. Revocation of Consent.**

Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying Robinhood Financial in writing of your intention to do so. You also understand that you have the right to request paper delivery of any Account Document that the law requires Robinhood Financial to provide you in paper form. Robinhood Financial will not treat your request for paper copies as a withdrawal of your consent to electronic delivery of Account Documents. You understand that if you revoke or restrict your consent to electronic delivery of Account Documents or request paper delivery of same, Robinhood Financial, in its sole discretion, may charge you a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to you electronically, restrict or close your Account, or terminate your access to Robinhood's services. You understand that neither your revocation or restriction of consent, your request for paper delivery, nor Robinhood Financial's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

### **34.6. Duration of Consent.**

Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or Robinhood Financial revokes it. You understand that it may take up to three Business Days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.

### **34.7. Hardware and Software Requirements.**

You understand that in order to receive electronic deliveries, you must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Robinhood Financial may specify and to which you have access. You also understand that if you wish to download, print, or save any information you wish to retain, you must have access to a printer or other device in order to do so.

### **34.8. Consent and Representations.**

You hereby agree that you have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, you hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid e-mail address and continue to have access to the Internet. If your email address changes, you agree to immediately notify Robinhood Financial of your new email address in writing.

### **35. Recording and Monitoring of Communications.**

You understand and agree that Robinhood may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, Robinhood does not consent to the recording of telephone conversations by any third party or by you. You acknowledge and understand that not all telephone or electronic communications are recorded by Robinhood, and Robinhood does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

### **36. Rule 14b-1(c)**

You acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires Robinhood to disclose to an issuer, upon its request, the names, addresses, and securities positions of your customers who are beneficial owners of the issuer's securities held by us in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only. If you wish to object, you agree to send an email to [support@robinhood.com](mailto:support@robinhood.com) with "Rule 14b-1(c) objection" in the subject.

### **37. Miscellaneous Provisions.**

#### **37.1. Contact Information.**

Robinhood Customer Service may be contacted by visiting [support.robinhood.com](https://support.robinhood.com) or by email at [help@robinhood.com](mailto:help@robinhood.com).

#### **37.2. Interpretation.**

The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. References to "days" means calendar days unless indicated otherwise.

#### **37.3. Binding Effect; Assignment.**

This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Robinhood's prior written consent. Robinhood may assign, sell, or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.

#### **37.4. Severability.**

If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.



### **37.5. Website Postings.**

You agree and understand that Robinhood may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the Platform or your Account, on the Website from time to time including in the Disclosure Library, and that this includes updates or amendments to this Agreement or other agreements or Risk Disclosures incorporated in or referenced in this Agreement ("**Website Postings**"). You understand that it is your continuing obligation to monitor the Website and the Disclosure Library for Website Postings and to understand the terms of the Website Postings. You agree to be bound by the Website Postings (and the most current version of this Agreement) as are in effect at the time of your access or use of the Platform or the giving of any order or instruction relating to your Account.

### **37.6. Entirety of Agreement.**

This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings and Risk Disclosures), and the terms and conditions contained in your Account statements and confirmations, contain the entire agreement between Robinhood and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Robinhood and you, provided, however, that any and all other agreements between Robinhood and you, not inconsistent with this Agreement, will remain in full force and effect.

### **37.7. Amendment.**

Robinhood may at any time amend this Agreement and any other agreement or document incorporated or referenced in this Agreement without prior notice to you. The current version of the Agreement will be posted in the Disclosure Library, and your continued Account activity (including accessing the Platform or submitting an order or instruction) after such amendment constitutes your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether you have actually reviewed them. Continued use of the Platform or any other Robinhood services after such posting will constitute your acknowledgment and acceptance of such amendment. You agree to regularly consult the Website and the Disclosure Library for up-to-date information about Robinhood services and any modifications to this Agreement, Risk Disclosures, or any other agreement incorporated or referenced in this Agreement or related to services provided to you by Robinhood. Robinhood is not bound by any verbal statements that seek to amend the Agreement. Any communication from you that purports to amend or supplement the terms of this Agreement or impose other terms on Robinhood will only take effect if agreed to in writing and signed by one of our authorized signatories.

### **37.8. Termination.**

Robinhood may terminate this Agreement, or close, deactivate, or block access to your Account at any time in its sole discretion. You will remain liable to Robinhood for all obligations incurred in your Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. You may terminate this Agreement after paying any Obligations owed upon written notice. This Agreement survives termination of your Account.

If Robinhood terminates this Agreement or closes or deactivates your Account or any services related to your Account, you agree that Robinhood is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (iii) close your Account. This is without limitation to Robinhood's other rights under this Agreement or otherwise.

Robinhood will not be responsible for any Losses caused by Robinhood discontinuing or closing your Account or any services, or any liquidation of your Property or closure of your Account, including any tax liabilities.

### **37.9. No Waiver; Cumulative Nature of Rights and Remedies.**

You understand that Robinhood's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Robinhood's part to exercise any power or right given to Robinhood in this Agreement, or a continued course of such conduct on Robinhood's

part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Robinhood in this Agreement are cumulative and not exclusive of any other rights or remedies to which Robinhood is entitled.

### **37.10. International Customers.**

The products and services described on the Website are offered only to customers located in the United States. The Platform shall not be considered a solicitation for or offering of any investment product or service to any person outside the United States. You understand that Robinhood is based in the United States and that Robinhood accepts only U.S. currency in Robinhood's customer accounts.

### **38. Governing Law.**

This Agreement and all transactions made in your Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

### **39. Arbitration.**

**A. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows: (1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings. (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. (5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

**B. Any controversy or claim arising out of or relating to this Agreement, any other agreement between you and Robinhood, any Account established hereunder, any transaction therein, shall be settled by arbitration before FINRA Dispute Resolution, Inc. ("FINRA DR") in accordance with the rules of FINRA DR.**

**C. If you are a foreign national, non-resident alien, or if you do not reside in the United States, you agree to waive your right to file an action against Robinhood in any foreign venue.**

**D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**

**ACCEPTED AND AGREED:** You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this agreement. **YOU ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT YOU HAVE ACKNOWLEDGED**

THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 39 HEREIN. YOU ALSO AGREE THAT (1) ANY OF YOUR MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY ROBINHOOD OR LOANED TO OTHERS; (2) YOU HAVE RECEIVED OF A COPY OF THIS AGREEMENT AND (3) YOU HAVE REVIEWED A COPY OF THE MARGIN DISCLOSURE STATEMENT, (4) YOU HAVE BEEN PROVIDED WITH AND AGREE TO THE [ROBINHOOD FINANCIAL LLC FORM CRS RELATIONSHIP SUMMARY](#), [ROBINHOOD TERMS AND CONDITIONS](#), [RHF USE AND RISK DISCLOSURES](#), [ROBINHOOD FINANCIAL PRODUCT FEATURES DISCLOSURES](#), [DAY TRADING RISK DISCLOSURE](#), [EXTENDED HOURS TRADING DISCLOSURE](#), [ETF DISCLOSURE](#), [RHF FUNDS AVAILABILITY](#), [RHF BUSINESS CONTINUITY PLAN SUMMARY](#), AND [FINRA PUBLIC DISCLOSURE PROGRAM](#), WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

## **Electronic Fund Transfer Services Disclosures Addendum**

The following disclosures apply to the use of any EFT services offered by Robinhood, including the Card, ACH transactions and the Move Money functionality of the App.

Solely for purposes of these disclosures: (i) references to the Bank shall include any financial institution that issues the Card or provides services in connection with ACH, Move Money, or other EFT transactions; (ii) “you” and “your” mean the owner of the Account; and (iii) “we” and “us” means Robinhood and the Bank collectively.

### **1. Your Liability.**

Contact Robinhood Customer Service AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your losses down. You could lose all the Available Funds in your Account (plus your maximum overdraft line of credit). If you tell Robinhood within two Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell Robinhood within two Business Days after you learn of the loss or theft of your Card or PIN, and Robinhood can prove that it could have stopped someone from using your Card or PIN without your permission if you had told Robinhood, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card or using your PIN, tell Robinhood at once. If you do not tell Robinhood within 60 days after the statement was mailed to you, or otherwise made available to you, you may not get back any money you lost after the 60 days if Robinhood can prove that Robinhood could have stopped someone from taking the money if you had told Robinhood in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Robinhood, Robinhood will extend the time periods.

### **2. Contact in event of unauthorized transfer.**

If you believe your Card or PIN has been lost or stolen, contact Robinhood by emailing [help@robinhood.com](mailto:help@robinhood.com).

### **3. Transfer Types and Limitations.**

You may use your Card to make purchases at any merchant that accepts Mastercard debit cards or debit cards of other networks in which the Bank participates, and to make ATM withdrawals, in each case subject to the Available Funds in your Account, the transaction limits described below, and the other terms and conditions of this Agreement. You acknowledge and agree that the value available to you for use with the Card is limited to the Available Funds in your Account. So long as you do not exceed the Available Funds in your Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or ATM that accepts the Card. Each time you use the Card, you authorize Robinhood to reduce the Available Funds in your Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings. Nevertheless, if you exceed the Available Funds in your Account you shall remain fully liable to Robinhood for the amount of the transactions and any applicable fees and charges.

You may also make ACH withdrawals from your Account, either originated through Robinhood or originated by a third party (a “non-originated” withdrawal), subject to the Available Funds in your Account, the transaction limits described below, and the other terms and conditions of this Agreement. You also may make ACH deposits to your Account, either originated through Robinhood or originated by a third party (a “non-originated” deposit), subject to the transaction limits described below.

There are limits on the dollar amount of transactions you can make with your Card each day and each month, and limits on the amount of ACH withdrawals and deposits you can make each day. The following lists the limits for each type of transaction:

**Originated ACH Withdrawals\*:**

Daily Limit: \$50,000.00 // Weekly Limit: N/A // Monthly Limit: N/A

**Originated ACH Deposits\*:**

Daily Limit: \$50,000.00 // Weekly Limit: N/A // Monthly Limit: N/A

**Non-Originated ACH Withdrawals\*:**

Daily Limit: \$250,000.00 // Weekly Limit: N/A // Monthly Limit: N/A

**Non-Originated ACH Deposits\*:**

Daily Limit: \$250,000.00 // Weekly Limit: N/A // Monthly Limit: N/A

**Point of Sale Purchases with the Card\*:**

Daily Limit: \$5,000.00 // Weekly Limit: N/A // Monthly Limit: \$15,000.00

**ATM Withdrawals\*:**

Daily Limit: \$510.00 // Weekly Limit: N/A // Monthly Limit: \$5,000.00

**Originated ACH\***

Daily Limit: N/A, subject to the Weekly Limit // Weekly Limit: \$2,999 // Monthly Limit: N/A

#### **4. Fees.**

We will not charge you any fees for use of ATMs that are part of the AllPoint or MoneyPass ATM networks, or for point of sale transactions using the Card, or for initiating other EFTs on your behalf. If you withdraw funds from ATMs outside of the AllPoint or MoneyPass ATM networks, you may be separately assessed fees by those ATM owners or operators.

#### **5. Confidentiality.**

We may disclose information to third parties about you, your Card, or the transactions you make using any of the EFT services we provide:

1. Where it is necessary or helpful for completing or correcting transactions and resolving claims regarding transactions;
2. In order to verify the existence and condition of your Card or your Account for a third party, such as a merchant;
3. In order to comply with a valid request by a government agency, a court order, or other legal or administrative reporting requirements;
4. If you consent by giving us your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed;
6. In order to prevent, investigate or report possible illegal activity;
7. In order to issue authorizations for transactions on the Card;
8. As permitted by applicable law; or
9. Otherwise as necessary to fulfill our obligations under this Agreement and the terms applicable to the EFT service you are using.

Please see the Robinhood Privacy Policy, available in the Disclosure Library, and the applicable Bank's privacy policy, available at <https://www.suttonbank.com/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf>, for further details. (The Robinhood privacy policy and the applicable Bank's privacy policy are referred to collectively as the "**Privacy Policies**"). You hereby agree to Robinhood's and the Bank's collection, use, and sharing of information about you and the Card as provided in the Privacy Policies, which are made a part of this Agreement. The Privacy Policies also tell you how you can (i) limit the ways in which Bank and Robinhood share information about you, or (ii) request corrections to the information that Bank or Robinhood maintain about you. You agree that information you provide in connection with your Card or other EFT services you use is being provided directly to

both Robinhood as the holder of the Account associated with the service and the Bank as the Card issuer or provider of the EFT service, as applicable.

## 6. Documentation.

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using an ATM from the AllPoint or MoneyPass ATM networks or at the point of sale.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also check your Account online to see if a deposit has been received.

**Periodic Statements.** You will get a monthly Account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. You may obtain information about the Available Funds in your Account and a history of your Cash Management transactions on the App.

## 7. Preauthorized Payments/Stop Payment Procedure and Notice of Varying Amounts.

You do not have the right to request that Robinhood in advance make regular payments out of your Account, although you may ask third parties to initiate regular payments out of your Account.

**Right to stop payment:** If you have automatic recurring payments taken out of your Account, you can stop any of these payments by contacting us at [help@robinhood.com](mailto:help@robinhood.com). You must contact us in time for us to receive your request at least three Business Days before the payment is scheduled to be made.

**Notice of varying amounts:** If these regular payments vary in amount, the party you are going to pay will tell you, 10 days before each payment, when the payment will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of a preauthorized transfer:** If you order us to stop a payment at least three Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

## 8. Our Liability.

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of Robinhood or the Bank, you do not have enough Available Funds in your Account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card has been blocked after you reported your Card lost or stolen;
5. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
6. If Robinhood or the Bank have reason to believe the requested transaction is unauthorized;



7. If circumstances beyond the control of Robinhood or the Bank (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Robinhood or the Bank have taken; or
8. For any other exception stated in this Agreement with you or by applicable law.

## **9. Errors or Questions About Electronic Transfers.**

In case of errors or questions about your electronic transfers, including your Card transactions, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact Robinhood by emailing [help@robinhood.com](mailto:help@robinhood.com). Robinhood must hear from you no later than 60 days after you were sent the FIRST statement on which the problem or error appeared.

1. Tell Robinhood your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell Robinhood the dollar amount of the suspected error.

Robinhood will determine whether an error occurred within ten Business Days after Robinhood hears from you and will correct any error promptly. If Robinhood needs more time, however, it may take up to 45 days to investigate your complaint or question. If Robinhood decides to do this, Robinhood will credit your Account within ten Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes Robinhood to complete our investigation.

For errors involving new accounts, point of sale, or foreign initiated transactions, Robinhood may take up to 90 days to investigate your complaint or question. For new accounts, Robinhood may take up to 20 Business Days to credit your Account for the amount you think is in error.

Robinhood will tell you the results of our investigation within three Business Days after completing the investigation. If Robinhood decides that there was no error, Robinhood will send you a written explanation. You may ask for copies of the documents that Robinhood used in our investigation.

Revised June 9, 2021

## Robinhood Market Data Addendum

This agreement (the “**Market Data Addendum**” or the “**Addendum**”) supplements and forms part of the Robinhood Financial LLC & Robinhood Securities, LLC Customer Agreement (as supplemented, updated and amended from time to time, the “**Customer Agreement**”). This is the “Market Data Addendum” referred to in the Customer Agreement and incorporated by reference therein.

**Capitalized terms used in this Market Data Addendum and not otherwise defined have the meanings given to them in the Customer Agreement.** This Market Data Addendum may be amended or supplemented from time to time by notice, as set out in section 4 below.

**AS SET OUT BELOW AND WITHOUT LIMITATION, TO RECEIVE NYSE MARKET DATA YOU AGREE TO THE AGREEMENT FOR MARKET DATA DISPLAY SERVICES AT SECTION 3(A) AND APPENDIX 1 OF THIS MARKET DATA ADDENDUM, TO RECEIVE NASDAQ MARKET DATA YOU AGREE TO THE NASDAQ MARKET DATA AGREEMENT AT SECTION 3(B) OF THIS MARKET DATA ADDENDUM, AND TO RECEIVE OTC MARKETS DATA YOU AGREE TO THE OTC MARKETS SUBSCRIBER AGREEMENT REFERENCED AT SECTION 3(C) OF THIS MARKETS DATA ADDENDUM.**

### 1. No warranty; limitation of liability

Robinhood and/or its affiliates receive Market Data from industry sources and Third Party Providers. Market Data is provided or made available to you on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you or your Account. Robinhood does not endorse, approve, or provide any view or opinion on any Market Data. Neither Robinhood nor any Third Party Provider (i) warrants or guarantees the accuracy, timeliness, completeness or correctness of any Market Data, or (ii) warrants any results or interpretations from any use or reliance upon Market Data for any purpose. Your use of any Market Data is at your own risk. Past performance is no guarantee of future results.

NEITHER THE ROBINHOOD PARTIES NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, INTERRUPTION OR OMISSION OF, ANY MARKET DATA, INFORMATION OR MESSAGE, OR THE TRANSMISSION OR DELIVERY THEREOF; OR (B) ANY LOSSES (AS DEFINED IN THE CUSTOMER AGREEMENT) OR DAMAGE ARISING FROM OR IN CONNECTION WITH MARKET DATA OR ANY SUCH INACCURACY, ERROR, DELAY, INTERRUPTION OR OMISSION, WHETHER DUE TO ANY ACT OR OMISSION BY ROBINHOOD OR A THIRD PARTY PROVIDER, OR OTHERWISE. ROBINHOOD AND THE THIRD PARTY PROVIDER(S) ARE NOT RESPONSIBLE FOR, AND YOU AGREE NOT TO HOLD ANY OF THEM LIABLE FOR, ANY LOSSES, LOST PROFITS, TRADING LOSSES OR OTHER DAMAGES RESULTING FROM OR IN CONNECTION WITH YOUR USE OF ANY MARKET DATA, OR FROM OR IN CONNECTION WITH ANY INACCURATE, DEFECTIVE OR UNAVAILABLE MARKET DATA. THE LIMITATIONS OF LIABILITY IN THIS MARKET DATA ADDENDUM ARE IN ADDITION TO AND WITHOUT PREJUDICE TO ANY OTHER LIMITATIONS OF LIABILITY IN THE CUSTOMER AGREEMENT OR OTHER AGREEMENTS YOU MAY HAVE FROM TIME TO TIME WITH ANY OTHER ROBINHOOD ENTITY OR WITH ANY THIRD PARTY PROVIDER.

We may remove, restrict or terminate access to or provision of any Market Data at any time, or change any relevant Third Party Provider or any Market Data (and thereby the precise Market Data provided or made available, or the manner in which any Market Data is provided or made available) at any time.

### 2. Non-Professional; Restrictions on Use

You may only use (and represent to us that you will only use) Market Data provided to you in connection with the Platform for your own personal, non-business use, and subject to the terms of the Customer Agreement including this Market Data Addendum and the agreements constituted hereby. You must not use Market Data for any purpose not directly related to the Platform or your Account,

and you must not provide, retransmit, redistribute or publish any Market Data to any other person or entity.

Unless and until you have expressly notified us in writing to the contrary, you represent and warrant to us on a continuing basis that you qualify as a "Non-professional". If you think you are or might be a "Securities Professional" or if you think that you do not or might not qualify as a "Non-professional", you must contact us immediately at [support@robinhood.com](mailto:support@robinhood.com).

If you have told us in writing that you are a "Securities Professional" then you represent and warrant to us that you are a Securities Professional, until you notify us in writing to the contrary.

For these purposes:

**"Non-professional"** means any natural person who receives market data solely for their own personal, non-business use and who is not a "Securities Professional."

A **"Securities Professional"** for these purposes includes an individual who, if working in the United States, is:

- (a) registered or qualified in any capacity with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association, or self-regulatory body;
- (b) engaged as an "investment advisor" as that term is defined in Section 202 (a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or
- (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified if they were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if they perform the same function(s) as a person who would be considered a "Securities Professional" in the United States. Any use of Market Data for business, professional or other commercial purpose is not compatible with Non-Professional status, even if the commercial use is on behalf of an organization that is not in the securities industry.

You undertake to continually assess your status as to whether you are a Non-Professional or whether you are a Securities Professional, and undertake to promptly notify us if your classification as a "Non-professional" or a "Securities Professional" changes at any time whilst you have an Account. You acknowledge that we have provided you with an Account and with Market Data in reliance on your representations and warranties to us as to your status. You indemnify Robinhood for any fees, costs, losses, liabilities or expenses that Robinhood may incur or suffer, directly or indirectly, in connection with any such representation or warranty being incorrect or inaccurate in any respect when given or repeated.

### **3. Specific Terms required by certain Third Party Data Providers**

#### **A. NYSE Market Data**

Robinhood may provide or make available to you through the Platform certain Market Data being (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations may make available and as the New York Stock Exchange may from time to time designate as "Market Data"; and (c) all information that derives from any such information (such data or information from time to time being **"NYSE Market Data"**).

To receive or have made available to you any NYSE Market Data, you enter into the “Agreement for Market Data Display Services” in the form attached at Appendix 1 to this Market Data Addendum (the “**NYSE Market Data Agreement**”) with Robinhood Financial.

The NYSE Market Data Agreement will be deemed to have been executed and entered into by you by your agreement to the Customer Agreement and this Market Data Addendum, and in addition to being incorporated into the Customer Agreement by virtue of this Market Data Addendum, constitutes a separate agreement between you and Robinhood Financial. You acknowledge and agree that the NYSE Market Data Agreement is a legal, valid and binding contract between you (as Subscriber) and Robinhood Financial, LLC (as Vendor).

## **B. NASDAQ Market Data**

Robinhood Financial may provide or may make available to you through the Platform certain Market Data that consists of or includes Information owned or provided by NASDAQ (each as defined in paragraph 12 below). You agree to the terms set out in paragraphs 1-13 below (the “**Nasdaq Market Data Agreement**”), which constitute a legally binding agreement between you and Robinhood Financial. Certain defined terms are set out in paragraph 12.

1. **Use of Data.** You are only permitted to access, view, or use any Information for your personal, non-business, use. You undertake to only use Information for your personal, non-business, purposes. You agree not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. You agree not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or SEC Rule or other applicable law, rule or regulation. You agree not to present the Information rendered in any unfair, misleading or discriminatory format. to take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.
2. **Proprietary Data.** You acknowledge and agree that (i) NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources; and (ii) NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by you of any Information, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.
3. **Modifications.** NASDAQ may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Robinhood's service or in the way Information is provided or presented to you, and may affect your access to or use of some or all of the Information. Neither NASDAQ nor Robinhood shall not be responsible for such effects.
4. **Reporting and Audit.** If requested by Robinhood Financial or NASDAQ, you undertake to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to your compliance with these terms.
5. **System.** You acknowledge that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided to you. NASDAQ shall not be responsible for such effects.
6. **No endorsement.** NASDAQ does not endorse or approve any equipment, Robinhood, or Robinhood's service. Robinhood makes no representations or warranties in connection with NASDAQ or Information.
7. **Limitations of Liability.**
  - a. Except as may otherwise be set forth herein, NASDAQ shall not be liable to you or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages.

- b. NASDAQ shall not be liable to you or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This section shall not relieve NASDAQ, you, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. You understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.
8. **Disclaimers of Warranties.** NASDAQ and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.
9. **Third-Party Information Providers' limitation of liability.** NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of you or any other Person seeking relief through you, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to you or any other Person seeking relief through you pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by you or any other Person seeking relief through you, as applicable.
10. **Claims and Losses.** You will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorized or unauthorized; (c) a claim of infringement or other violation of an intellectual property right by you or your actions or omissions, equipment or other property.
11. **Termination.** You acknowledge that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of your breach, discovery of the untruth of any of your representations, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Nasdaq Market Data Agreement with not less than three (3) days written notice to you provided either by NASDAQ or Robinhood.
12. **Definitions.** The following terms have the following meanings:
  - a. **"Act"** shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States.
  - b. **"Information"** means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from NASDAQ relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of NASDAQ; (c) other information and data from NASDAQ. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.
  - c. **"NASDAQ"** means collectively NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates.
  - d. **"NASDAQ Markets"** shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to, The NASDAQ Stock Market.
  - e. **"Person"** means any natural person, proprietorship, corporation, partnership or other entity whatsoever.
  - f. **"SEC"** means the U.S. Securities and Exchange Commission.
  - g. **"System"** means any system NASDAQ has developed for the creation and/or dissemination of Information.



13. **Amendments.** This Nasdaq Market Data Agreement may be amended or modified as set out in section 4 of this Market Data Addendum.

### C. OTC Markets Data

Robinhood may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by OTC Market Group, Inc. and its affiliates ("**OTC Markets Data**"). As a condition of receiving any OTC Markets Data, you are deemed to enter into an agreement with Robinhood Financial in the form of the OTC Markets Subscriber Agreement, as defined below, as amended from time to time.

The OTC Markets Group Market Data Subscriber Agreement in the form attached as Appendix A to the OTC Markets Group Market Data Distribution Agreement (the "**OTC Markets Subscriber Agreement**") (which may be described as the 'Market Data Distribution Agreement Subscriber Addendum') is incorporated by reference into this Market Data Addendum. For the purposes of the OTC Markets Subscriber Agreement Robinhood Financial is the "Vendor", and you are the "Subscriber". The current version of the OTC Markets Subscriber Agreement is available on the OTC Markets Group website (<https://www.otcmkt.com/market-data/agreements-and-forms>) or on request from Robinhood Financial.

By opening an Account or accessing the Platform you expressly acknowledge that (i) you have read and understood the OTC Markets Subscriber Agreement, and (ii) that OTC Markets Group and its affiliates are a third party beneficiary of the agreement between you and Robinhood in the form of the OTC Markets Subscriber Agreement. The OTC Markets Subscriber Agreement (and therefore the agreement in the form of the OTC Markets Subscriber Agreement between you and Robinhood Financial constituted by this Market Data Addendum) may be amended by OTC Markets Group from time to time.

### D. Factset Market Data

Robinhood may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by FactSet Research Systems, Inc. or its affiliates ("**FactSet**") (such Market Data, "**FactSet Market Data**"). In respect of any FactSet Market Data that is provided or made available to you, you will receive only a limited right to use that FactSet Market Data for your own non-commercial use. FactSet Market Data is copyrighted works of FactSet and must not be reproduced, republished, retransmitted, or redistributed in any form. Neither Robinhood nor FactSet makes any warranty, express or implied, as to the accuracy of the FactSet Market Data or results obtained from any use of the FactSet Market Data. FactSet does not make any express or implied warranties of any kind regarding the FactSet Market Data, including, without limitation, any warranty of merchantability or fitness for a particular purpose or use. FactSet will not be liable for any lost profits or other incidental or consequential damages in connection with Your use of the FactSet Market Data. Copyright © 2020 FactSet Research Systems Inc. All rights reserved.

### E. Morningstar Market Data

Robinhood may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by Morningstar, Inc. or its affiliates ("**Morningstar**") (such Market Data, "**Morningstar Market Data**") ©2020 Morningstar. All Rights Reserved. The Morningstar Market Data: (1) is proprietary to Morningstar Research Services LLC, Morningstar, Inc. and/or their content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar Research Services, Morningstar nor their content providers are responsible for any damages or losses arising from any use of this information. Morningstar does not make any express or implied warranties of any kind regarding the Morningstar Market Data, including, without limitation, any warranty of merchantability or fitness for a particular purpose or use. Access to or use of any Morningstar Market Data does not establish an advisory or fiduciary relationship with Morningstar Research Services, Morningstar, Inc. or their content providers. Past performance is no guarantee of future results.



#### **4. Amendments and Modifications**

THIS MARKET DATA ADDENDUM AND ITS TERMS AND ANY AND ALL AGREEMENTS CONSTITUTED BY IT MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY ROBINHOOD BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED MARKET DATA ADDENDUM BEING POSTED ON THE ROBINHOOD WEBSITE. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS THE PLATFORM OR ANY MARKET DATA, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED MARKET DATA ADDENDUM AND WILL BE LEGALLY BOUND BY ITS TERMS.

#### **5. Governing Law and Jurisdiction**

Section 38 (Governing Law) and Section 39 (Arbitration) of the Customer Agreement apply to and are incorporated into this Addendum as if set out in full.

## APPENDIX 1: NYSE Market Data Agreement

### AGREEMENT FOR MARKET DATA DISPLAY SERVICES (Usage-Based Services/Nonprofessional Subscriber Status) (Electronic Version)

Robinhood Financial, LLC ("Robinhood Financial") agrees to make certain data (referred to in this agreement as "Market Data") available to you pursuant to the terms and conditions set forth in this agreement. By agreeing to the Customer Agreement and the Market Data Addendum you agree to comply with the terms and conditions of this agreement. References to "Subscriber" or "you" in this agreement means the Customer under the Customer Agreement, and references to "this agreement" means the agreement between you and Robinhood Financial constituted by these terms.

**1. Market Data Definition** – For all purposes of this agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

**2. Proprietary Nature of Data** – Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

**3. Enforcement** – Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

**4. Data Not Guaranteed** – Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "**Other Data Disseminator**") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "**Disseminating Parties**") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

**5. Permitted Use** – Subscriber shall not furnish Market Data to any other person or entity. Subscriber has represented and warranted to If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

**6. Dissemination Discontinuance or Modification** – Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

**7. Duration; Survival** – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Robinhood Financial may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

**8. Miscellaneous** – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

By agreeing to this agreement, you acknowledge that you have read the preceding terms and conditions of this agreement, that you understand them and that you manifest your assent to, and your agreement to comply with, those terms and conditions by agreeing to this agreement.

**9. Nonprofessional Subscriber definition** - "Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non- business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:

- (a) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
- (b) engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or
- (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

Subscriber may not receive Market Data as a "Nonprofessional Subscriber" unless they fall within Paragraph 9's definition of "Nonprofessional Subscriber."

**10. Permitted Receipt** - Subscriber may not receive Market Data from Robinhood Financial, and Robinhood Financial may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless Robinhood Financial first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber."

**11. Permitted Use** – If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

**12. About you** - in connection with your Account and the Customer Agreement you have provided to Robinhood Financial the following information, and you represent and warrant that such information continues to be true, complete and accurate in all respects:

- Your name

- Your address
- Your employer
- Your occupation and job description

In connection with your Account and the Customer Agreement you have confirmed to Robinhood Financial that you are not a Securities Professional, and in particular you confirm and warrant as follows:

- You use Market Data solely for your personal, non-business use
- You do not receive Market Data for your business or any other entity
- You are not currently registered or qualified with the SEC or the CFTC
- You are not currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere
- Whether you are located within or outside the United States, you do not perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body
- You are not engaged to provide investment advice to any individual or entity
- You are not engaged as an asset manager
- You do not use the capital of any other individual or entity in the conduct of your trading
- You do not conduct trading for the benefit of a corporation, partnership, or other entity
- You have not entered into any agreement to share the profit of your trading or receive compensation for your trading activities
- You are not receiving office space, and equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm, or business entity.
- You will notify and update Robinhood Financial promptly in writing of any change in your circumstances that may cause you to cease to qualify as a Nonprofessional Subscriber or that may change your responses to any of the following statements or may cause any of them to be untrue in respect of you.

**13. Certification.** By executing this agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has provided to Robinhood Financial in connection with their Account and confirmed in Paragraph 12 is truthful and accurate.